REQUEST FOR QUOTATION

(THIS IS NOT AN ORDER)

THIS RFQ [x] IS [ ] IS NOT A SMALL BUSINESS SET-ASIDE

PAGE 1 OF 43 PAGES

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT.DEF.	RATING
N00253-04-Q-0026	2 DEC 03		UNDER BDSA REG. 2 ☐ AND/OR DMS REG. 1	DO-

5a. ISSUED BY
SUPPLY OFFICER (CODE 182)
NAVAL UNDESEA WARFARE CENTER, DIVISION KEYPORT
610 DOWELL STREET
KEYPORT WA 98345-7610

6. DELIVER BY (Date)

5b. FOR INFORMATION CALL (NO COLLECT CALLS)

NAME	TELEPHONE NUMBER	
JAIME JERDE	360 315-3586	
E-Mail: jerdejm@kpt.nuwc.navy.mil	FAX: 360 396-7036	

7. DELIVERY [X] FOB DESTINATION [ ] OTHER (See Schedule)

9. DESTINATION N00253

a. NAME OF CONSIGNEE
Building 893
Supply Officer
Naval Undersea Warfare Ctr, DK

8. TO:

a. NAME	b. COMPANY	b. STREET ADDRESS 610 Dowell Street
c. STREET ADDRESS		c. CITY Keyport
d. CITY	e. STATE / f. ZIP CODE	d. STATE WA / e. ZIP CODE 98345-7610

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS

21 JAN 04, 3:00 P.M.
(Pacific Time)

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in BLOCK 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	SEE SCHEDULE OF SUPPLIES/SERVICES				

12. DISCOUNT FOR PROMPT PAYMENT ☐	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS	c. 30 CALENDAR DAYS	d. CALENDAR DAYS NUMBER	PERCENTAGE

NOTE: Additional provisions and representations [ ] are [ ] are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER				
b. STREET ADDRESS			16. SIGNER	
			a. NAME (Type or print)	b. TELEPHONE AREA CODE
c. COUNTY				
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or Print)	NUMBER

SUPPLIES OR SERVICES AND PRICE/COSTS

ITEM NO.	SCHEDULE OF SUPPLIES/SERVICES	QTY	UI	UNIT PRICE	AMOUNT
	Lot I - Base Year (Period of Performance from 22 Feb 04 or date of award, whichever is later, through one year thereafter)				
0001	Beverage Vending Services FFP- This is a concessionaire contract to provide beverage vending services throughout NUWC Division Keyport. The concessionaire vendor shall perform services in accordance with the attached Statement of Work. Concessionaire vendor shall on a monthly basis, pay the NAFI an amount equal to _____ of all receipts. Estimated value to the government is _____ per month. Payments shall be made in accordance with the special payment instruction contained herein.	12	Mth	$	$
	Total Aggregate Amount (Lot I)			$	$ _____
	Lot II - Option Year I				
0002	Beverage Vending Services FFP- This is a concessionaire contract to provide beverage vending services throughout NUWC Division Keyport. The concessionaire vendor shall perform services in accordance with the attached Statement of Work. Concessionaire vendor shall on a monthly basis, pay the NAFI an amount equal to _____ of all receipts. Estimated value to the government is _____ per month. Payments shall be made in accordance with the special payment instruction contained herein.	12	Mth	$	$
	Total Aggregate Amount (Lot II)			$	$ _____

	Lot III - Option Year II				
0003	Beverage Vending Services FFP- This is a concessionaire contract to provide beverage vending services throughout NUWC Division Keyport. The concessionaire vendor shall perform services in accordance with the attached Statement of Work. Concessionaire vendor shall on a monthly basis, pay the NAFI an amount equal to _____ of all receipts. Estimated value to the government is _____ per month. Payments shall be made in accordance with the special payment instruction contained herein.	12	Mth	$	$
	Total Aggregate Amount (Lot III)			$	$
	Lot IV - Option Year III				
0004	Beverage Vending Services FFP- This is a concessionaire contract to provide beverage vending services throughout NUWC Division Keyport. The concessionaire vendor shall perform services in accordance with the attached Statement of Work. Concessionaire vendor shall on a monthly basis, pay the NAFI an amount equal to _____ of all receipts. Estimated value to the government is _____ per month. Payments shall be made in accordance with the special payment instruction contained herein.	12	Mth	$	$
	Total Aggregate Amount (Lot IV)			$	$

	Lot V - Option Year IV				
0005	Beverage Vending Services FFP- This is a concessionaire contract to provide beverage vending services throughout NUWC Division Keyport. The concessionaire vendor shall perform services in accordance with the attached Statement of Work. Concessionaire vendor shall on a monthly basis, pay the NAFI an amount equal to _____ of all receipts. Estimated value to the government is _____ per month. Payments shall be made in accordance with the special payment instruction contained herein.	12	Mth	$	$
	Total Aggregate Amount (Lot V)			$	$

NOTES TO OFFERORS:

Note 1: All questions regarding this solicitation should be submitted in writing as soon as practicable after receipt of solicitation. Questions may be forwarded via facsimile to (360) 396-7036 or via E-Mail to jerdejm@kpt.nuwc.navy.mil.

Note 2: Lots II and V (CLINs 0002 and 0005) are Option Items only and in no way are purchased or guaranteed under the resulting contract. Per FAR Clause 52.217-9, the Government may exercise optional Lots/Items in accordance with FAR Clause 52.217-9.

CONCESSIONAIRE CONTRACT

Contract Number:_____

This Concessionaire contract by and between the Naval Undersea Warfare Center (NUWC) Division Keyport Food Services Board, hereinafter referred to as the Nonappropriated Fund Instrumentality (NAFI) and _____, hereinafter referred to as the Concessionaire, is for the Concessionaire to provide Beverage Vending Services to authorized patrons at NUWC Division Keyport, Keyport, WA. The services include vending machines, machine maintenance, merchandise stocking, and revenue collection. The vending services will be located at employee break areas in various buildings at NUWC Division Keyport and the station's Bangor Submarine Base Annex. A list of the locations is provided as Attachment 1 to this solicitation. The number and types of vending machines required is as follows:

Type	Number
12oz Can Carbonated Soft Drink	27
20oz Bottle Carbonated Soft Drink	12
20oz Bottle Fruit Juice	5

In addition, there shall be machines with glass fronts in buildings 489, 514, 1050, 894, and 1003. Future changes in the number, type, and location of machines shall be by mutual agreement between the Concessionaire and NAFI. The Contractor shall notify the Contracting Officer in writing requesting those changes. The type of vending product and selling price is determined by the Concessionaire, with approval of the Contracting Officer (see paragraph 2 below). Machines shall hold a minimum of five (6) flavor drinks and be a maximum of four years old. All machines must have energy saving devices. The vending product machines shall be serviced at least once a week and maintained according to the Concessionaire's maintenance program. If a product is empty in a machine, it must be refilled within two (2) days of notification by a Government representative. All calls from the contracting officer or another Government representative to the contractor shall be returned within twenty-four (24) hours. All vending machines will be affixed with a four (4) square inch "State of Washington Department of Services for the Blind" sticker, a Warning Label, and a sticker explaining how to report a problem with the machine. Also affixed to the machine will be refund

request envelopes. These stickers and envelopes will be provided by the contractor. See Attachment 2 for samples.

In general, the vending machines will be used Monday through Friday, excluding Federal Holidays, Christmas shutdown, and base closure days. The following information is also provided:

Estimated Population of NUWC
Number of Civilian Employees: 1,433
Number of Military Personnel: 21
Number of Contractor Personnel: 685

Concessionaire shall pay the NAFI either a sum equal to percent (____ %) of gross sales or a predetermined monthly fee in the amount of ($_____). Payment of fees due the NAFI must be made monthly by the fifteenth (15th) of the next month and with submission of the Concessionaire Settlement Report (see paragraph 19).

CONCESSIONAIRE SHALL:

1. Provide products or services of a quality satisfactory to the NAFI Contracting Officer or his or her authorized representative.

2. Submit a listing of items, with corresponding selling prices, to the Contracting Officer for approval or disapproval action. The final approved listing is considered a part of this agreement. Before beginning performance, the Concessionaire shall place the price list in a conspicuous spot for patrons to see.

3. At Concessionaire's own expense, obtain all permits, give all necessary notices, pay all license fees, and comply with all municipal, prefectural, and national laws, rules, ordinances, and regulations, and any publication published by the military relating to public health or applicable to the business carried out under this agreement and assume complete and sole liability for all national, state, and local taxes applicable to the property, income and transactions of the concession.

4. Comply with all applicable laws pertaining to wages, workers' compensation, equal opportunity, Service Contract Act, and so forth, as implemented by Navy directives and required by law.

5. Comply with all memoranda, bulletins, and letters of instruction issued by or in behalf of the NAFI Contracting Officer.

6. Keep the concession area clean, orderly, attractive, secure, and in a safe and sanitary condition to the satisfaction of the NAFI Contracting Officer, but make no alterations to Government furnished property or premises.

7. Employ only persons who meet the health standards prescribed by law or regulations, which pertain to the jobs for which they are hired.

8. Furnish a sufficient number of trained employees for the efficient performance of this contract. Concession personnel shall meet the health and security standards prescribed by applicable regulations, and shall obtain installation passes and permits and security clearances as applicable. Concession personnel shall give prompt and courteous treatment to authorized customers and shall be neatly dressed and meticulous in their personal grooming at all times. Concessionaire shall provide employees clean uniforms, or when uniforms are not required, ensure that all clothing worn by employees is clean and in good condition at all times.

9. Remove from employment in the concession, at the request of the NAFI Contracting Officer, any servant, agent or employee of the Concessionaire if, in the opinion of the NAFI Contracting Officer or his/her authorized representative, the conduct of such person, while in and about the premises covered by this contract, interferes with proper services or discipline.

10. Furnish, at Concessionaire's own expense (if required by the Contracting Officer) suitable bags, "sold" labels, and so forth, for securing a customer's purchase. If required, the packaging will be as approved by the Contracting Officer. All items will be marked to reflect the selling price.

11. Furnish, at Concessionaire's own expense, all trade fixtures, tools of the trade, and supplies required for performance of this contract.

12. Provide products to sell that are marketable and sufficient for use intended, and not "seconds" as the term is usually understood in the trade. As a minimum, they will be equal to products provided by first quality commercial establishments. All items will be acceptable to the customer and the Contracting

Officer and will be subject to inspection and test for workmanship and quality at all times by the Contracting Officer or designee. Any item found to have a latent defect(s) may be returned to the Concessionaire for replacement or refund as determined by the Contracting Officer.

13. Agree to adhere to the NAFI policy of customer satisfaction guaranteed and shall be responsible for refunds to customers due to customer dissatisfaction with an item or due to overcharges. All customer complaints, claims, and refunds will be resolved and made at Concessionaire's expense. Any disagreement that cannot be resolved between Concessionaire and the customer will be referred to the Contracting Officer, whose decision will be final and not subject to the Disputes clause. If Concessionaire fails to timely process complaints or claims and make refunds, NAFI may settle customer complaints or claims and make such refunds, and charge the Concessionaire's account.

14. Obtain insurance for all non-Government property and merchandise used by the Concessionaire in the operation of the concession against theft, fire, storm, flood, and damage, or destruction through any other force of nature in accordance with attached clause titled "Insurance."

15. Be responsible for all operating expenses not expressly undertaken by the NAFI. Concessionaire operating expenses are to include all expenses necessary to provide the services (i.e. supplies, salaries, taxes, etc.). NAFI will not undertake any expenses.

16. Turn over the entire daily receipts of the concession to the NAFI at the end of each day or as otherwise specified in this contract.

17. Maintain control sheets, showing all income received, according to instructions prescribed by the NAFI. Any failure by the Concessionaire, its servants, employees, or agents to enter all monies received on these control sheets will be cause for immediate cancellation of this contract and the basis for criminal action against the Concessionaire.

18. Accept national charge cards customarily recognized in commercial trade for customer payment of purchases (optional). Concessionaire is responsible for the payment of any fees, charge backs, or other costs levied by the charge card companies.

19. Prepare a Concessionaire Settlement Report at the conclusion of the sales period or as specified by the Contracting Officer. Report shall be signed by the Concessionaire showing the gross sales for the period and percent due the NAFI, and giving the NAFI the fees due for that period. The Navy Audit Service personnel or any person designated by the NAFI shall have the right to inspect or audit the accounts and methods of internal control established by the Concessionaire and to make such inspections or audits as may be considered necessary to ensure strict compliance by the Concessionaire with all provisions of this agreement and with applicable Navy regulations.

20. The NAFI may charge the Concessionaire for a dishonored check received from the concessionaire, except when the bank acknowledges the return to be the result of bank error or the return is the result of a NAFI error. The amount charged by the NAFI will not exceed the administrative amount normally charged NAFI customers for dishonored checks. The Contracting Officer may require payment to be made in cash, certified check, or cashier's check.

21. The Concessionaire shall charge for merchandise or services involved only those prices established in the Price Schedule.

CONCESSIONAIRE SHALL NOT:

1. Represent or permit itself to be represented to the public as an agent or employee of the NAFI by the use of the name of the NAFI on letters, bills, signs, or by any other means. The Concessionaire, its servants, agents, and employees, are in no sense agents of the United States, the NAFI, the Commanding Officer of the installation within which the concession exists, or of any other entity having to do with the operation of NAFI business.

2. Sell, remove or in any way alter any property which is owned by the NAFI or any other part of the Federal Government and is used in the operation of the concession.

3. Engage in or permit gambling or possession or use of any gambling device on the concession premises.

4. Sell, deal in, or otherwise possess or transfer, on the concession premises, any form of intoxicating liquors or narcotics.

5. Loan money to or borrow money from customers or others, which includes Federal Government (including NAFI) employees and military personnel.

6. Sell merchandise or services for anything other than US currency.

7. Sell merchandise or services on credit.

8. Give or offer to any officer or employee of the NAFI, or any other part of the Federal Government, any gift, privilege, special benefit, discount, or anything else of material or personal nature whereby the individual or employee would receive preferential treatment.

THE NAFI WILL:

Furnish sufficient quantities of space, heat, water, and electricity to satisfy the normal needs of Concessionaire for lighting, heating, drinking, sanitation, and the operation of suitable support equipment therefore. NOTE: If the Concessionaire is required to reimburse the United States Government for utilities furnished, the reimbursement will be at rates set by the Commanding Officer.

CONTRACT DURATION:

1. This agreement shall be for one year from 13 March 2004 or date of award, whichever is later, through one year thereafter, unless sooner terminated as hereinafter provided. The contract may be extended for additional periods (when in the best interest of the Government, price and other factors considered). The extensions may not exceed one year. In no event, however, will the period of performance exceed five (5) years. (See Supplemental Clauses, paragraph 2)

2. This agreement will be automatically terminated in the event the NAFI is liquidated. This agreement may be terminated by either party upon 120 days written notice. If the Contractor fails substantially without good cause to perform his agreements under this contract, the NAFI may terminate this contract under the clause titled "Termination for Default."

3. Upon expiration of this contract or upon termination as provided herein, Concessionaire's property shall be immediately removed from the premises. Upon failure to do so, the NAFI may

cause such property to be removed at the Concessionaire's expense.

4. Any money due and payable to the NAFI from the Concessionaire as a result of this contract shall remain due and payable.

TAXES.

1. Where a state law imposes a sales tax on the sale of the item and/or service by the Concessionaire to the authorized customer, the sales tax will be separately stated from the sales price, added to the price in the price schedule and collected from the customer. A price list will be kept conspicuously posted at each place of business of the concession. Articles stocked for sale will be individually price marked.

2. The Concessionaire assumes complete and sole liability for all federal, state, host country, and local taxes applicable to the property, income, and transactions of the Concessionaire, and where required by applicable laws and regulations, will collect and remit to the state applicable sales taxes. Sales taxes which have been collected are excluded from the computation of gross receipts in the determination of the fee payable to the NAFI. The amount of taxes so excluded will not exceed the actual sum payable to the state. Where required by state law or regulation, Concessionaire shall obtain and conspicuously display the state sales tax permit.

3. The Concessionaire warrants that the contract prices or other considerations do not include any tax or duty from which the Concessionaire is exempt under the laws of the United States, State, or host country wherein contract performance is effected. If any such tax or duty has been included in the pricing or consideration through error or otherwise, the contract pricing or consideration shall be correspondingly reduced or adjusted. If for any reason after the contract date, the Concessionaire is relieved in whole or in part from the payment or the burden of any tax or duty included in the contract pricing or other consideration, the contract pricing and/or other consideration shall be correspondingly reduced or adjusted.

PREMISES.

The assignment of space is revocable and is not construed as the creation of tenancy. Concessionaire is liable for any damage to

or loss of the premises and NAFI furnished property or injury to persons resulting from acts or omissions of Concessionaire, its employees, or agents whether or not covered by insurance. Sublet of any of the premises assigned or assignment to another concession is not authorized. Use of the premises and NAFI furnished property for any purpose other than those specifically set forth, or unauthorized use by any of its agents, representatives, or employees is prohibited. IMPORTANT: Concessionaire shall not make any alterations to Government owned equipment or facilities. Concessionaire will comply with the installation fire and safety regulations, and applicable health and sanitation regulations. Concessionaire will post or display on the premises any sign furnished by the NAFI.

TERMINATION:

1. Notwithstanding the attached clause titled "Termination for Convenience" relative to termination of this Concessionaire contract, it is mutually agreed that this contract may be terminated by either party upon 120 days written notice to the other party.

2. Upon termination or expiration of this contract, Concessionaire will promptly settle its account with the NAFI, including payment in full of all amounts due, yield up the facilities and all NAFI-furnished property, clean and leave premises in as good order and condition as when received (damage due to acts of God or the US Government, and ordinary wear and tear excepted), surrender all installation passes, decals, and so forth, and complete satisfactory settlement of all customer complaints and claims. Termination of the Concessionaire contract does not release the Concessionaire from the obligation to satisfactorily settle customer complaints and claims. The Concessionaire will promptly remove all Concessionaire-furnished trade fixtures, tools of the trade, and supplies. On failure to remove the Concessionaire's property, the Contracting Officer may cause Concessionaire's property to be removed and stored in a warehouse at the Concessionaire's expense. If the Concessionaire is indebted to the NAFI, the Concessionaire authorizes and empowers the Contracting Officer to take possession of the Concessionaire's property and dispose of same by public sale without notice, and out of the proceeds of sale, satisfy all costs and indebtedness to NAFI.

CLAIMS BY CONCESSIONAIRE:

1. No claim by the Concessionaire relating to this contract may be considered by the Contracting Officer unless such claim is submitted in writing to the Contracting Officer not later than 90 days after the effective date of termination or expiration of this Concessionaire contract.

2. The Concessionaire shall indemnify, save harmless, and defend the NAFI, U.S. Navy and the Federal Government from and against any and all claims, demands, actions, debts, liabilities, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss or damage to the property of the injuries or to death of any and all persons whatsoever, in any manner caused or contributed to by the Concessionaire, or the Concessionaire's agents, servants, or employees while in, upon, or about the military installation wherein the concession is located, or while going to or departing from the same and to indemnify and save harmless the NAFI from and on account of damages of any kind which the NAFI may suffer as the result of the acts of any of the Contractor's agents, servants, or employees in or about said military installation.

NONWAIVER OF DEFAULTS:

Any failure by the NAFI to enforce or require strict performance of any terms or conditions of this Concessionaire contract will not constitute a waiver, and will not affect or impair such terms and conditions in any way or affect the right of the NAFI at any time to avail itself of such remedies as it may have for breach or breaches of such terms and conditions.

Print Name of Contracting Officer	Print Name of Concessionaire
Signature - Contracting Officer	Signature - Concessionaire
	Social Security Number
Date	Date
Address & Phone Number	Address & Phone Number

NONAPPROPIATED FUND CONTRACT CLAUSES

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NONAPPROPRIATED FUND CONTRACT CLAUSES

1. DEFINITIONS. As used throughout this contract, the following terms and abbreviations have the meaning set forth below:

a. The term "Contract" means this agreement or order and any modifications hereto.

b. The abbreviation "NAFI" means Nonappropriated Fund Instrumentality of the United States Government.

c. The term "Contracting Officer" means the person executing or responsible for administering this contract on behalf of the NAFI which is a party hereto, or his successor or successors.

d. The term "Contractor" means the party responsible for providing supplies/equipment and/or services at a certain price or rate to the NAFI under this contract.

e. The term "Contracting Officer's Representative" (COR) means a person appointed by the Contracting Officer to monitor performance and act as a liaison between the Contractor and the Contracting Officer.

2. ADVERTISEMENTS. The Contractor agrees that none of its, nor its agent's, advertisement to include publications, merchandise, promotions, coupons, sweepstakes, contests, sales brochures, etc., shall state, infer or imply that the Contractor's products or services are approved, promoted or endorsed by the NAFI. Any advertisement, including cents off coupons, which refers to a NAFI will contain a statement that the advertisement is neither paid for nor sponsored in whole or in part by that particular activity.

3. ASSIGNMENT. A Contractor may not assign their rights or delegate their obligations under this contract without prior written consent of the Contracting Officer.

4. COMMERCIAL WARRANTY. The Contractor agrees that the supplies/equipment or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies/equipment or

services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the NAFI by any other clause of this contract. The printed terms and conditions of such warranty will be provided to the NAFI with the delivery of any supplies/equipment or services covered.

5. DISCOUNTS FOR PROMPT PAYMENT. In connection with any prompt payment discount offered, time will be computed from the date of the Contractor's invoice. Payment is deemed to have been made as of the date on the payment check or date on which electronic funds transfer is made.

6. DISPUTES

a. Except as otherwise provided in this contract, any dispute or claim concerning this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall state his/her decision in writing and mail or otherwise furnish a copy of it to the Contractor. Within 90 days from date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the immediate superior in command (ISIC) of the command one level above the Contracting Officer's command. The decision of this authority shall be final and conclusive. If no such appeal is filed, the decision of the Contracting Officer shall be final and conclusive. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of any appeal under this clause. Pending final decision on such a dispute, the Contractor shall proceed diligently with the performance of the contract and according to the decision of the Contracting Officer, unless directed to do otherwise by the Contracting Officer.

7. EXAMINATION OF RECORDS

a. The clause is applicable if the amount of this contract exceeds $10,000 and the contract was entered into by mean of negotiation. The Contractor agrees that the Contracting Officer or his/her duly authorized representative shall have the right to examine and audit the books and records of the Contractor directly pertaining to the contract during the period of the contract and up to three years after contract expiration date and final payment.

b. The Contractor agrees to include the clause in "a" above in all subcontracts thereunder which exceed $10,000.

8. GRATUITIES

a. The NAFI may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing, by the Commanding Officer, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government or the NAFI with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract.

b. In the event this contract is terminated as provided in paragraph "a" hereof, the NAFI shall be entitled (1) to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Commanding Officer), which shall not be less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

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

9. HOLD AND SAVE HARMLESS. The Contractor shall indemnify, save harmless and defend the NAFI, its outlets and customers from any liability, claimed or established, for violation or infringement of any patent, copyright or trademark right asserted by any third party with respect to goods hereby ordered or any part thereof. Contractor further agrees to hold NAFI harmless from all claims or judgements for damages resulting from the use of products listed in this contract, except for such claims or damages caused by or resulting from negligence of the NAFI customers, employees, agents or representatives. Also, the Contractor shall at all times hold and save harmless the NAFI, its agents, representatives, and employees from any and all suits and expenses which arise out of acts or omissions of the Contractor, its agents, representatives, or employees.

10. INSPECTION. Unless otherwise provided herein, inspection shall be made after receipt of the supplies/equipment by the ordering activity, or after completion of services by the Contractor. Inspection and acceptance shall not be conclusive, with respect to latent defects or fraud, or with respect to the

NAFIs rights under the Proof of Shipment provisions contained herein. In case any supplies/equipment or services are defective in material or workmanship, or are otherwise not in conformity with the requirements of this contract, the NAFI shall have the right to reject such supplies or services, or to require replacement or correction. Rejected supplies/equipment shall be removed by and at the expense of the Contractor promptly after notice. If required by the NAFI, the Contractor, after notice of defect or non-conformance, shall, in a timely manner, correct or replace the defective or non-conforming supplies/equipment or services, or any part thereof. When such correction or replacement requires transportation of the supplies/equipment or part thereof, all shipping costs to and from the Contractor's plant or place of business shall be borne by the Contractor.

11. INSURANCE

a. The Contractor shall, at their expense, procure and maintain, during the entire performance period of this contract, insurance of at least the kinds and minimum amount set forth herein.

b. At all times during performance, the Contractor shall maintain with the Contracting Officer a current Certificate of Insurance showing at least the insurance required herein, and providing thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

c. The Contractor shall also require all first-tier subcontractors, who will perform work on a Government installation, to procure and maintain the insurance required herein during the entire period of their performance. The Contractor shall furnish (or assure that it has been furnished) to the Contracting Officer a current Certificate of Insurance meeting the requirements of "b" above for each such first-tier subcontractor, at least five (5) days prior to entry of each such subcontractor's personnel on the installation.

In implementation of the insurance clause above, the Contractor shall procure and maintain:

(1) Workman's compensation as prescribed by the laws of the state in which the work will be performed and employer's liability insurance.

(2) General liability insurance wherein the NAFI and the United States are included as named insured stating that such insurance is primary (secondary to or contributory with no other insurance). Policy limits of $500,000 per person - $1,000,000 per occurrence for injury or death, and $100,000 property damage per occurrence are required.

(3) The Contractor is responsible for damage or loss to his owned or leased equipment. Claims will be honored only if it can be shown that the NAFI was negligent and caused damage or loss to the Contractor's equipment.

12. INVOICES. An invoice is a written request for payment under the contract for supplies/equipment delivered or for services rendered. In order to be proper, an invoice should include (and in order to support the payment of interest penalties) must include the following:

a. Invoice date;
b. Name of Contractor;
c. Contract number (include order number, if any) contract description of supplies or services, quantity, contract unit of measure and unit price and extended total;
d. Shipment number and date of shipment;
e. Name and address to which payment is to be sent (name must be the same as that in the contract or on a proper notice of assignment);
f. Name (where practicable), title, telephone number and mailing address of person to be notified in event of a defective invoice; and
g. Any other information or documentation required by other provisions of the contract (such as evidence of shipment)

Invoices shall be prepared and submitted in duplicate (one copy shall be marked "Original") unless otherwise specified.

13. LAW GOVERNING CONTRACTS. In any dispute arising out of this contract, the decision of which requires consideration of law questions, the rights and obligations of the parties shall be interpreted and determined according to the substantive and procedural laws of the United States of America.

14. LEGAL STATUS. The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. Therefore, NAFI contracts are United States Government contracts, however, they do not obligate appropriated funds of the United States. **NO APPROPRIATED FUNDS OF THE UNITED**

STATES SHALL BECOME DUE OR BE PAID A CONTRACTOR BY REASON OF THIS CONTRACT.

15. MODIFICATIONS. No agreement or understanding to modify this contract will be binding upon the NAFI unless it is made in writing and signed by a Contracting Officer from the office that issued the contract or its successor.

16. ORDER OF PRECEDENCE. In the event of an inconsistency between provisions of this solicitation/award, the inconsistency shall be resolved by giving precedence in the following order: (1) Supplies/Equipment or Services and Prices/Costs; (2) Description/Specifications/Work Statement; (3) Special Contract Requirements; (4) Contract Clauses; (5) other provisions of the solicitation/award.

17. PAYMENTS. Payment of prices stated in this contract will be made according to the Prompt Payment Act, as amended. Unless otherwise specified, payment will be made on partial deliveries accepted by the NAFI when the amount due on such deliveries so warrants. Payment is deemed to have been made as of the date on the payment check or date on which electronic funds transfer is made.

18. PROOF OF SHIPMENT. (Applicable to shipments outside the United States through the Defense Transportation System {DTS} and Parcel Post shipments to overseas destinations). Except as otherwise provided in this contract, payment will be made for items not yet received upon receipt of an invoice accompanied by proof of delivery to a postal system or common carrier if delivery is FOB point of origin. For deliveries FOB destination named port of debarkation, the invoice must be accompanied by a signed receipt by a government representative at the named port.

19. TAXES. The prices herein reflect full reduction for taxes which are nonapplicable. In addition to the exemption from Federal excise taxes by virtue of exportation, all tangible personal property sold to NAFIs for resale are exempt from sales and use taxes. All sales other than for resale depend on state law or federal constitutional immunity for exemption from state sales and use taxes.

20. TERMINATION FOR CONVENIENCE. The Contracting Officer, by written notice, may terminate this contract, in whole or in part when it is in the best interest of the NAFI. If this contract is for supplies/equipment and is so terminated, the Contractor shall be compensated according to FAR Subparts 49.1 and 49.2 in

effect on the date of this contract award. To the extent that this contract is for services and is so terminated, the NAFI shall be liable only for payment according to the payment provisions of this contract for services rendered prior to the effective date of termination, providing there are no Contractor claims covering non recurring costs for capital investment. If there are any such Contractor claims, they shall be settled according to FAR Subparts 49.1 and 49.2.

21. TERMINATION FOR DEFAULT. The Contracting Officer, by written notice, may terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of reprocuring similar supplies/equipment or services; provided that, if (1) it is determined for any reason that the Contractor was not in default; or (2) Contractor's failure to perform is without the Contractor's or subcontractor's control, fault or negligence, the termination must be deemed to be a termination for convenience. As used in this provision, the term "subcontractor" means subcontractor at any tier.

22. VARIATION IN QUANTITY. No variation in quantity of any item listed in this contract will be accepted unless authorized by the Contracting Officer.

23. PROTESTS. Offerors are encouraged to resolve any complaints or issues they may have with the Contracting Officer in an informal manner. However, where an Offeror is not satisfied with a procurement decision of the Contracting Officer, that Offeror may file a written protest with the Contracting Officer and the Contracting Officer will issue a final decision on the protest. Any interested party who is dissatisfied by the Contracting Officer's final decision on the protest may file a written appeal with the Commanding Officer. The procedures for filing protests may be found in Paragraph 223 of BUPERSINST 7043.1B. A copy of Paragraph 223 will be provided to any Offeror by the Contracting Officer upon request.

PART II, SECTION I

CLAUSES INCORPORATE BY REFERENCE

The provision of the following clause set forth in the Federal Acquisition Regulation (FAR) are hereby incorporated into this order or contract by reference with the same force and effect as if they were given in full text. As used in the following clause, the term "Government" is deleted and the abbreviation "NAFI" is substituted in lieu thereof. The date of each clause shall be the current date set forth in the FAR at the time of issuance of an order or contract award. Clauses made inapplicable by the reference or by the type or order or contract (e.g. order or contracts for services instead of supplies/equipment) are self-deleting. Upon request, the Contracting Officer will provide the full text.

CLAUSE NO.	REFERENCE	CLAUSE TITLE
24	52.203-5	Covenant Against Contingent fees (Contracts over $100,000)
25	52.222-20	Walsh-Healey Public Contracts Act (Supply Contracts in excess of $10,000) (not with foreign Contractors)
26	52.222.26	Equal Opportunity (Supply and Service Contracts over $10,000)

ADDITIONAL NONAPPROPRIATED FUND CONTRACT
CLAUSES FOR SERVICES

27	52.222.35	Affirmative Action for Special Disabled Veterans and Vietnam Era Veterans (Supplies and Services over $10,000)
28	52.222-36	Affirmative Action for Handicapped Workers (Supplies and Service Contracts over $25,000)
29	52.222-37	Employment Reports on Special Disabled Veterans and Vietnam Era Veterans (Supplies and Services Contracts over $10,000)
30	52.225-11	Restrictions on Certain Foreign Purchases
31	52-232-11	Extras
32	52.243-1	Changes-Fixed Price
33	52.246-1	Contractor Inspector Requirements
34	52.246-16	Responsibility for Supplies

ADDITIONAL NONAPPROPRIATED FUND CONTRACT CLAUSES FOR SERVICES

35	52.247-52	Clearance and Documentation Requirements-Shipment to DOD Air or Water Terminal Transshipment Points
36	52.222-3	Convict Labor (Contracts over $2,500)
37	52.222-4	Contract Work Hours and Safety Standards Act-Overtime Compensation-General (Contracts over $100,000)
38	52.222-41	Service Contract Act of 1965, as amended (Contracts over $2,500)
39	52.243-1 (ALT1)	Changes - Fixed Price
40	52.246-4	Inspection of Services - Fixed Price

1. INDEFINITE QUANTITIES

a. This is an indefinite quantity contract for the supplies or services specified in the Schedule and for the period set forth therein. Delivery or performance shall be made only as authorized by orders issued according to the "Ordering" clause of this contract. The quantities of supplies or services specified herein are estimates only and are not purchased hereby.

b. The Contractor shall furnish to the Nonappropriated Fund Activity, when and if ordered, the supplies or services set forth in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Nonappropriated Fund Activity shall order the Quantity of supplies or services designated in the Schedule as the "minimum."

c. Orders issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order, and the rights and obligations of the Contractor and the Nonappropriated Fund Activity respecting those orders shall be governed by the terms of the contract to the same extent as if completed during the effective period of this contract, provided that the Contractor shall not be required to make any deliveries under this contract after N/A(date).

d. Contract Period. This contract shall remain in effect for a period of N/A months from date of award. Orders issued during effective period shall be completed by the Contractor, provided that the Contractor shall not be required to make any deliveries under this contract after N/A days after end of contract period. Contract period is from N/A to N/A.

e. Ordering. The supplies or services to be furnished hereunder will be ordered from time to time during the period of this contract, by the Navy Nonappropriated Fund Activity or its authorized representative. Each such order may be placed orally, but must be confirmed in writing. (Other suitable ordering instructions may be substituted).

f. Ordering Procedures. Set forth the procedures to be used in placing orders.

2. OPTION TO EXTEND. The Contracting Officer shall advise the Contractor in writing at least 60 calendar days before the contract period expires of the NAFIs desire to extend the period of the contract for one year. If the NAFI exercises this option, the extended contract shall be considered to include this option provision.

The total duration of this contract, including any extension pursuant to the option exercised under this clause, shall not exceed five (5) years from the date of the original contract.

3. PRICE WARRANTY/ECONOMIC ADJUSTMENTS

a. The Contractor warrants that during the period of the contract, the terms, conditions, prices, and discounts, in addition to any discounts offered for prompt payment, shall be as favorable or better than those extended to his most favored customer. The Contractor agrees that any price reduction made prior to final delivery under the contract will be applicable to all items delivered subsequent to the reduction.

b. If the Contractor's established price [the wholesale market price at which he sells a majority of the purchased item(s)] is increased after the contract date, the corresponding contract unit price may, at the discretion of the Contracting Officer, be increased, upon the Contractor's request in writing to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, provided that;

(1) The aggregated of the increases in any contract unit price made under this clause shall not exceed 10% of the original contract unit price;

(2) The requested increase is based upon significant increases in the Contractor's labor and/or material costs;

(3) The increased contract unit price will be effective upon approval of the request by the Contracting Officer which request will be approved or disapproved within 30 days of its receipt by the Contracting Officer who will promptly notify the Contractor of his decision and the date thereof;

(4) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract price unless the Contractor's failure to deliver before such date results from causes beyond the control and without the fault or negligence of the Contractor.

(5) Notwithstanding the foregoing, no modification incorporating an increase in the contract unit price shall be granted pursuant to this clause until the Contracting Officer has verified the increased labor and/or material costs relied upon by the Contractor as justification for his request.

c. Pending the Contracting Officer's determination on a price adjustment request, the Contractor shall continue deliveries according to the terms and conditions of this contract and shall be paid for such deliveries at the then-applicable contract unit price.

4. VARIATION IN QUANTITY

a. A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, as specified in paragraph b. below.

b. the permissible variation shall be limited to

N/A Percent increase *(contracting officer to enter applicable percentage)*
N/A Percent decrease *(contracting officer to enter applicable percentage)*

REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENTS

WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATIONS (Applicable to supply contracts exceeding $10,000.00)

The offeror represents as a part of this offer that the offeror {_____} is or {_____} is not a regular dealer in, or {_____} is or {____} is not a manufacturer of, the supplies offered.

CONTINGENT FEE (Applicable to contracts over $25,000)

(a) Offeror _____has _____ has not employed any company or persons (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, and (b) _____has _____has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b), as requested by the contracting officer. (Interpretation of the representation, including the term "bona fide employee," see subpart 3.4 of the Federal Acquisition Regulation.)

TYPE OF BUSINESS ORGANIZATION

Offeror operates as _____an individual _____a partnership _____a nonprofit organization _____a corporation, incorporated under the laws of the State of_____.

EQUAL OPPORTUNITY (EO) (Applicable to contracts exceeding $10,000.00 not exempt from EO)

(a) Offeror _____has _____has not participated in a previous contract or subcontract subject either to the EO clause herein or the clause originally contained in section 310 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114; offeror _____has _____has not filed all required compliance reports; and that representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

(b) Offeror represents that (1) it _____has developed and has on file _____has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) or (2) _____it has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION (Applicable to contracts over $25,000.00)

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on this offer certifies that the signatory:

(1) Is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that the signatory has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) (i) Is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not

participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to contracts and subcontracts exceeding $10,000.00 which are not exempt from the provisions of the EO clause)

(a) By submission of this offer, offeror/subcontractor certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Offeror/subcontractor agrees that a breach of this certification is a violation of the EO clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will (1) obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000.00 which are not exempt from the provisions of the EO clause; (2) retain such certifications in its files; and (3) forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

> Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities.

(b) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000.00 which is not exempt from the provisions of the EO clause.

(c) The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e.,

quarterly, semiannually, or annually). NOTE: The penalty for making false offers is prescribed in 18 U.S.C. 1001.

(d) ACKNOWLEDGMENT OF AMENDMENTS

	Amendment No.	Date
The offeror acknowledges	_____	_____
receipt of amendments to	_____	_____
the solicitation for offers	_____	_____
and related documents	_____	_____
numbered and dated as	_____	_____
follows:		

NOTE: Offers must set forth accurate and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L-1. PREPARATION OF OFFERS

a. Offerors are expected to examine the specifications and all instructions. Failure to do so will be at the offeror's risk.

b. Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

c. For each item offered, offerors shall (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation, and (2) enter the extended price/cost for the quantity of each item offered when requested. In case of a discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

d. Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

e. Offerors must state a definite time for delivery of supplies or services, unless otherwise specified in the solicitation.

f. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

L-2. PROPOSAL SUBMITTAL REQUIREMENTS

Offerors shall submit the following information with their offer:

a. TECHNICAL

(1) Compliance/Exceptions - On a separate sheet of paper, state whether the offer complies or does not comply with the specifications. Identify any "exceptions" to the specifications

and state precisely how the offered supplies/services differ from the applicable specification paragraph(s). Failure to comply with this requirement may result in rejection of the offer.

(2) Product Information - This information is optional. Submit duplicate copies if any literature is provided with the offer. Data displaying more than one model or size shall be clearly marked so as to indicate the specific item being offered. **It will be presumed that the offeror intends to meet all of the specifications, regardless of product information provided, unless the offeror specifically notes its exception per the preceding paragraph.**

b. PRICE - Proposed pricing shall be provided on a unit price line item basis in the solicitation. (Also, be sure to complete all certifications in the solicitation.) The entire completed and signed solicitation shall be returned as part of your offer.

c. PAST PERFORMANCE

(1) Past Performance Worksheet - Offerors shall demonstrate past performance by completing the Past Performance Worksheet (see Attachment 2). Offerors are encouraged to submit brief and concise responses. Data submitted by the contractor other than that requested on the Past Performance Worksheet will not be considered. **Failure to submit the Past Performance Worksheet shall be considered certification that the contractor has no past performance for like or similar items for the Government to evaluate.**

(2) Number of Contracts - Complete the Past Performance Worksheet including information for up to five of your most recently completed Federal Government contracts (not to exceed three years since completion) for like or similar items under this solicitation. If you do not have any Federal Government contracts, then list state, local, or commercial contracts, in that order, to complete your Past Performance Worksheet.

L-3. AMENDMENTS TO SOLICITATIONS

a. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

b. Offerors shall acknowledge receipt of any amendment to this solicitation by (1) signing and returning the amendment, (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, and (3) by sending letter (or facsimile, if facsimile offers are

authorized in the solicitation). The NAFI must receive the acknowledgment by the time specified for receipt of offers.

L-4. SUBMISSION OF OFFERS

Offers and modifications thereof shall be submitted in sealed envelopes or packages addressed to the office specified in the solicitation, and show the time specified for receipt, the solicitation number, and the name and address of the offeror.

L-5. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS

a. Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it

(1) was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) was sent by mail or, if authorized by the solicitation, or via facsimile and it is determined by the NAFI that the late receipt was due solely to mishandling by the NAFI after receipt at the Government installation;

(3) was sent by Express Mail (e.g. FedEx, UPS or postal service), not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) is the only proposal received.

b. Any modification of a proposal or quotation, except a modification resulting from the Contracting Officer's request for "best and final" offer is subject to the same conditions above.

c. A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the NAFI after receipt at the Government installation.

d. The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

e. The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

f. The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by "Express Mail Service" is the date entered by the mail service receiving clerk on the "Express Mail Service" label and/or the postmark on both the envelope or wrapper and on the original receipt from the mail service provider. "Postmark" has the same meaning as defined above, excluding postmarks of the Canadian Postal Service. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

g. Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the NAFI will be considered at any time it is received and may be accepted.

h. Proposals may be withdrawn by written notice received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provisions entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposals before award.

L-6. RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to th public for any purpose or used by the NAFI except for evaluation purposes, shall

a. mark the title page with the following legend: "This proposal or quotation includes data that shall not be disclosed in whole or in part - for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of - or in connection with - the submission of this data, the NAFI shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the NAFI's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets _____ (insert numbers or other identification of sheets"; and

b. mark each sheet of data it wishes to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

L-7. EXPLANATION TO PROSPECTIVE OFFERORS

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specificatins, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

L-8. FAILURE TO SUBMIT OFFER

Receipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future solicitations for similar requirements. If a recipient does not

submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L-9. CONTRACT AWARD - NEGOTIATED PROCUREMENT

a. The NAFI will award a contract resulting from this solicitation to the responsbile offeror whose offer conforming to the solicitation will be most advantageous to the NAFI, cost or price and other factors as specified, considered.

(1) Technical Acceptability - In order to be determined technically acceptable, offers must meet or exceed the specifications in the solicitation and any subsequent amendments. (see Proposal Submittal Requirements) **The offer must be determined to be technically acceptable before further consideration.**

(2) Price - Evaluation of price will include the following factors:

(X) Single Award evaluation (award to one offeror)
(X) Evaluation of Options per paragraph b of L-11.

(3) Past Performance - Evaluation of past performance information (see Proposal Submittal Requirements) will include, but not be limited to, relevance and extent of previous contracts, quality and conformance of product/services to specifications, timely delivery and customer satisfaction. Information utilized will be obtained from contractor references as well as any other sources which may have relevant information. Contractor references that cannot be contacted will not be considered. An offer with no relevant past performance history may not represent the most advantageous proposal to the Government.

(4) Other:

(X) Must comply with applicable wage determinations.

All factors, when combined, are *slightly less important than* price.

b. *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

c. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

d. The NAFI may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

e. The NAFI intends to evaluate proposals and award a contract without discussions with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the NAFI reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

f. The NAFI may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The NAFI reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

g. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the NAFI may accept an offer, or part of an offer, as provided above, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the NAFI.

h. Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be

subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

i. The NAFI may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the NAFI, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

L-10. TYPE OF CONTRACT

The NAFI contemplates award of a firm fixed price contract resulting from this solicitation.

PAST PERFORMANCE WORKSHEET

The Government highly prefers that you submit your company's five most recent references (relevant to Cell Phone/Wireless Communications), all of which should be Government references. The Government references should be a Contracting Officer (CO) and a Program Manager or equivalent. Relevance is determined by considering the products provided, dollar value, period of performance, and worldwide delivery and warranty support capabilities. Please refer to the Blanket Purchase Agreement (BPA) Invite Letter for more details. Attached is the Past Performance Questionnaire that must be submitted with your offer. In addition, discuss any contractual vehicles (contracts, delivery orders, etc.) terminated for default by a CO affecting your company within the past five years. Also, describe all instances in which your company has ever been the subject of, or party to, a proposed debarment/suspension case and the outcome. Failure to comply with these instructions may result in elimination from further consideration.

Reference #1

Procurement vehicle title/contract number:	
Type (e.g., ID/IQ, BPA, etc.):	
Period of Performance:	
Prime or sub:	
Description of products and services:	
Original procurement vehicle $ value:	
Sales to date $:	

Primary Points of Contact	Name	Agency	DSN Phone	Commercial Phone	Commercial Fax	E-mail Address
Program Manager:						
Contracting Officer:						

Reference #2

Procurement vehicle title/contract number:	
Type (e.g., ID/IQ, BPA, etc.):	
Period of Performance:	
Prime or sub:	
Description of products and services:	
Original procurement vehicle $ value:	
Sales to date $:	

Primary Points of Contact	Name	Agency	DSN Phone	Commercial Phone	Commercial Fax	E-mail Address
Program Manager:						
Contracting Officer:						

Reference #3

Procurement vehicle title/contract number:	
Type (e.g., ID/IQ, BPA, etc.):	
Period of Performance:	
Prime or sub:	
Description of products and services:	
Original procurement vehicle $ value:	
Sales to date $:	

Primary Points of Contact	Name	Agency	DSN Phone	Commercial Phone	Commercial Fax	E-mail Address
Program Manager:						
Contracting Officer:						

Reference #4

Procurement vehicle title/contract number:	
Type (e.g., ID/IQ, BPA, etc.):	
Period of Performance:	
Prime or sub:	
Description of products and services:	
Original procurement vehicle $ value:	
Sales to date $:	

Primary Points of Contact	Name	Agency	DSN Phone	Commercial Phone	Commercial Fax	E-mail Address
Program Manager:						
Contracting Officer:						

Reference #5

Procurement vehicle title/contract number:	
Type (e.g., ID/IQ, BPA, etc.):	
Period of Performance:	
Prime or sub:	
Description of products and services:	
Original procurement vehicle $ value:	
Sales to date $:	

Primary Points of Contact	Name	Agency	DSN Phone	Commercial Phone	Commercial Fax	E-mail Address
Program Manager:						
Contracting Officer:						

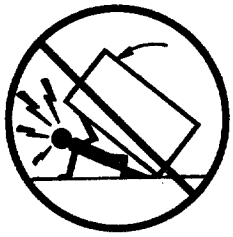
The vendor may provide information on problems encountered on the contracts and subcontracts identified above and corrective actions taken to resolve those problems. Companies should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

PLEASE ENSURE ALL THE ABOVE REFERENCED INFORMATION IS CORRECT.

BLDG	ASSET #	CANS/ BOTTLES	CHOICES
514	0006556061	Can	7
	0000314063	Bottle	9
	RY00030628	Bottle Fruit	9
	0006554761	Can	7
489	RY98029362	Bottle Fruit	9
	0006555161	Can	7
	0006519861	Can	7
	RY02010972	Bottle	7
98	0006556361	Can	7
	0006554561	Can	7
	0006553761	Can	7
82	RY98016646	Bottle	9
	0006095461	Can	7
12	0000324471	Bottle	9
	0000323995	Can	7
1	0006554961	Can	7
	0006517261	Can	7
	0000310836	Bottle	9
894	0000323889	Can	9
	0000324440	Bottle	9
	0000314073	Bottle	9
	0000326328	Bottle	9
	0000319416	Bottle Fruit	9
811	0006554161	Can	7
	0006555361	Can	7
1050	0000326237	Bottle Fruit	9
	0006553861	Can	7
	0000324007	Can	9
	0000313782	Bottle	9
	1 Change Mach		
478	0006552061	Can	7
School	000113780	Bottle	9
	000323217	Bottle Fruit	
1059	0006555261	Can	7
80	0006552861	Can	7
206	0006555661	Can	7
	0006550761	Bottle	7

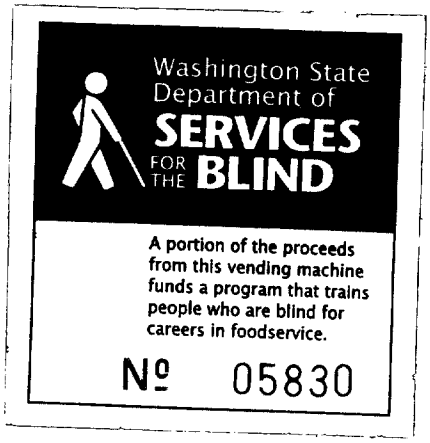
BLDG	ASSET #	CANS/ BOTTLES	CHOICES
BLDG	ASSET #	CANS/ BOTTLES	CHOICES
1003	0000307422	Can	9
	0000308737	Can	9
	0000323350	Bottle	9
1051	0000309783	Can	7
P&ID	0006556561	Can	7
893	0006556161	Can	7
951	0005920561	Can	7
95	0006554261	Can	7

DO NOT TIP OR ROCK THIS VENDING MACHINE



TIPPING OR ROCKING MAY CAUSE SERIOUS INJURY OR DEATH

P/N 388702A



REFUND REQUEST

PLACE IN GUARD MAIL ENVELOPE
MAIL TO:

Vending Machine Coordinator
FOOD SERVICES BOARD
C/O: HRO Bldg. 80
NUWC, DIVISION, KEYPORT

In order to receive a refund, you must provide the following information:

NAME	
CODE/BLDG	PHONE EXT.
DATE	SUPERVISOR
MACHINE NUMBER	
AMOUNT LOST	
PURCHASE ITEM ATTEMPTED (NOT BUTTON NUMBER)	

E Mail - FSB

PLEASE ~~CALL EXT. 2005~~ TO REPORT MACHINE MALFUNCTIONS FOR EMPTY MACHINES.

NUWC KEYPORT 12790/1 (Rev. 6-01)

Hi! I'm Machine Number

Please don't kick me if I'm down or out, not working or empty. ☹

But call Ext. 2005 and provide the following information.

Your name, code, phone ext. my machine number, and nature of my problem.

Do not call for refunds: use the attached refund request envelopes.

Your cooperation is greatly appreciated. ☺ Thank you.

Your food service board

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

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

William W.Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2559
Revision No.: 24
Date Of Last Revision: 09/30/2003

State: Washington

Area: Washington Counties of Clallam, Grays Harbor, Jefferson, Kitsap, Mason

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.14
01012 - Accounting Clerk II	12.36
01013 - Accounting Clerk III	14.37
01014 - Accounting Clerk IV	16.36
01030 - Court Reporter	14.86
01050 - Dispatcher, Motor Vehicle	15.84
01060 - Document Preparation Clerk	12.70
01070 - Messenger (Courier)	9.45
01090 - Duplicating Machine Operator	12.70
01110 - Film/Tape Librarian	12.12
01115 - General Clerk I	9.45
01116 - General Clerk II	10.68
01117 - General Clerk III	13.68
01118 - General Clerk IV	14.92
01120 - Housing Referral Assistant	17.89
01131 - Key Entry Operator I	11.99
01132 - Key Entry Operator II	13.24
01191 - Order Clerk I	11.41
01192 - Order Clerk II	14.69
01261 - Personnel Assistant (Employment) I	12.70
01262 - Personnel Assistant (Employment) II	14.10
01263 - Personnel Assistant (Employment) III	15.65
01264 - Personnel Assistant (Employment) IV	17.89
01270 - Production Control Clerk	17.31
01290 - Rental Clerk	11.92
01300 - Scheduler, Maintenance	13.79
01311 - Secretary I	13.70
01312 - Secretary II	14.86
01313 - Secretary III	16.52
01314 - Secretary IV	21.44
01315 - Secretary V	24.91
01320 - Service Order Dispatcher	14.11
01341 - Stenographer I	13.66
01342 - Stenographer II	15.33
01400 - Supply Technician	21.03
01420 - Survey Worker (Interviewer)	14.16
01460 - Switchboard Operator-Receptionist	11.22
01510 - Test Examiner	14.86
01520 - Test Proctor	14.86
01531 - Travel Clerk I	9.94
01532 - Travel Clerk II	10.81
01533 - Travel Clerk III	11.47

01611 - Word Processor I	12.70
01612 - Word Processor II	14.79
01613 - Word Processor III	15.43
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.68
03041 - Computer Operator I	14.39
03042 - Computer Operator II	16.09
03043 - Computer Operator III	17.89
03044 - Computer Operator IV	21.03
03045 - Computer Operator V	23.34
03071 - Computer Programmer I (1)	15.58
03072 - Computer Programmer II (1)	19.82
03073 - Computer Programmer III (1)	24.39
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	20.97
03102 - Computer Systems Analyst II (1)	24.32
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.50
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.29
05010 - Automotive Glass Installer	19.87
05040 - Automotive Worker	19.87
05070 - Electrician, Automotive	20.86
05100 - Mobile Equipment Servicer	18.55
05130 - Motor Equipment Metal Mechanic	21.22
05160 - Motor Equipment Metal Worker	19.88
05190 - Motor Vehicle Mechanic	21.22
05220 - Motor Vehicle Mechanic Helper	17.84
05250 - Motor Vehicle Upholstery Worker	19.59
05280 - Motor Vehicle Wrecker	19.88
05310 - Painter, Automotive	20.54
05340 - Radiator Repair Specialist	19.88
05370 - Tire Repairer	14.81
05400 - Transmission Repair Specialist	21.22
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.39
07010 - Baker	12.59
07041 - Cook I	11.74
07042 - Cook II	12.59
07070 - Dishwasher	9.95
07130 - Meat Cutter	15.60
07250 - Waiter/Waitress	10.44
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.67
09040 - Furniture Handler	14.68
09070 - Furniture Refinisher	18.67
09100 - Furniture Refinisher Helper	16.24
09110 - Furniture Repairer, Minor	17.47
09130 - Upholsterer	18.67
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.33
11060 - Elevator Operator	10.38
11090 - Gardener	13.31
11121 - House Keeping Aid I	9.33
11122 - House Keeping Aid II	10.56
11150 - Janitor	10.56
11210 - Laborer, Grounds Maintenance	12.63
11240 - Maid or Houseman	9.39
11270 - Pest Controller	12.69
11300 - Refuse Collector	12.58
11330 - Tractor Operator	13.07
11360 - Window Cleaner	11.11
12000 - Health Occupations	

12020 - Dental Assistant	14.34
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.77
12071 - Licensed Practical Nurse I	12.39
12072 - Licensed Practical Nurse II	13.90
12073 - Licensed Practical Nurse III	15.57
12100 - Medical Assistant	12.09
12130 - Medical Laboratory Technician	13.90
12160 - Medical Record Clerk	10.51
12190 - Medical Record Technician	14.57
12221 - Nursing Assistant I	9.11
12222 - Nursing Assistant II	9.89
12223 - Nursing Assistant III	11.22
12224 - Nursing Assistant IV	13.30
12250 - Pharmacy Technician	13.05
12280 - Phlebotomist	13.30
12311 - Registered Nurse I	18.60
12312 - Registered Nurse II	22.74
12313 - Registered Nurse II, Specialist	22.74
12314 - Registered Nurse III	27.46
12315 - Registered Nurse III, Anesthetist	27.46
12316 - Registered Nurse IV	32.99
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	15.29
13011 - Exhibits Specialist I	17.04
13012 - Exhibits Specialist II	19.38
13013 - Exhibits Specialist III	23.31
13041 - Illustrator I	17.04
13042 - Illustrator II	19.38
13043 - Illustrator III	23.31
13047 - Librarian	23.38
13050 - Library Technician	14.16
13071 - Photographer I	14.40
13072 - Photographer II	17.04
13073 - Photographer III	19.60
13074 - Photographer IV	23.31
13075 - Photographer V	28.19
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.02
15030 - Counter Attendant	8.02
15040 - Dry Cleaner	9.32
15070 - Finisher, Flatwork, Machine	8.02
15090 - Presser, Hand	8.02
15100 - Presser, Machine, Drycleaning	8.02
15130 - Presser, Machine, Shirts	8.02
15160 - Presser, Machine, Wearing Apparel, Laundry	8.02
15190 - Sewing Machine Operator	9.96
15220 - Tailor	10.56
15250 - Washer, Machine	8.44
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.67
19040 - Tool and Die Maker	21.10
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	18.39
21020 - Material Coordinator	16.19
21030 - Material Expediter	16.19
21040 - Material Handling Laborer	14.40
21050 - Order Filler	13.15
21071 - Forklift Operator	18.06
21080 - Production Line Worker (Food Processing)	15.07
21100 - Shipping/Receiving Clerk	16.62
21130 - Shipping Packer	11.14
21140 - Store Worker I	12.31
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.53

21210 - Tools and Parts Attendant	17.75
21400 - Warehouse Specialist	17.33
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.71
23040 - Aircraft Mechanic Helper	16.89
23050 - Aircraft Quality Control Inspector	20.71
23060 - Aircraft Servicer	18.17
23070 - Aircraft Worker	18.79
23100 - Appliance Mechanic	16.97
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	21.22
23130 - Carpenter, Maintenance	17.78
23140 - Carpet Layer	19.88
23160 - Electrician, Maintenance	21.22
23181 - Electronics Technician, Maintenance I	19.56
23182 - Electronics Technician, Maintenance II	19.88
23183 - Electronics Technician, Maintenance III	21.22
23260 - Fabric Worker	18.92
23290 - Fire Alarm System Mechanic	21.22
23310 - Fire Extinguisher Repairer	17.84
23340 - Fuel Distribution System Mechanic	21.22
23370 - General Maintenance Worker	16.43
23400 - Heating, Refrigeration and Air Conditioning Mechanic	21.75
23430 - Heavy Equipment Mechanic	21.22
23440 - Heavy Equipment Operator	20.22
23460 - Instrument Mechanic	21.22
23470 - Laborer	11.44
23500 - Locksmith	16.97
23530 - Machinery Maintenance Mechanic	18.14
23550 - Machinist, Maintenance	21.22
23580 - Maintenance Trades Helper	14.76
23640 - Millwright	21.22
23700 - Office Appliance Repairer	20.54
23740 - Painter, Aircraft	20.54
23760 - Painter, Maintenance	18.67
23790 - Pipefitter, Maintenance	21.22
23800 - Plumber, Maintenance	20.54
23820 - Pneudraulic Systems Mechanic	21.22
23850 - Rigger	20.54
23870 - Scale Mechanic	19.88
23890 - Sheet-Metal Worker, Maintenance	21.22
23910 - Small Engine Mechanic	19.88
23930 - Telecommunication Mechanic I	19.92
23931 - Telecommunication Mechanic II	19.91
23950 - Telephone Lineman	19.29
23960 - Welder, Combination, Maintenance	21.18
23965 - Well Driller	21.22
23970 - Woodcraft Worker	21.22
23980 - Woodworker	17.84
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.14
24580 - Child Care Center Clerk	10.11
24600 - Chore Aid	11.36
24630 - Homemaker	13.51
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.97
25040 - Sewage Plant Operator	19.41
25070 - Stationary Engineer	20.97
25190 - Ventilation Equipment Tender	16.26
25210 - Water Treatment Plant Operator	20.25
27000 - Protective Service Occupations	
(not set) - Police Officer	24.02
27004 - Alarm Monitor	13.39

27006 - Corrections Officer	19.80
27010 - Court Security Officer	23.51
27040 - Detention Officer	23.51
27070 - Firefighter	23.53
27101 - Guard I	9.38
27102 - Guard II	15.40
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.25
28020 - Hatch Tender	15.25
28030 - Line Handler	15.25
28040 - Stevedore I	14.72
28050 - Stevedore II	15.74
29000 - Technical Occupations	
21150 - Graphic Artist	16.51
29010 - Air Traffic Control Specialist, Center (2)	20.29
29011 - Air Traffic Control Specialist, Station (2)	20.88
29012 - Air Traffic Control Specialist, Terminal (2)	23.01
29023 - Archeological Technician I	15.58
29024 - Archeological Technician II	17.42
29025 - Archeological Technician III	21.56
29030 - Cartographic Technician	21.56
29035 - Computer Based Training (CBT) Specialist/ Instructor	20.18
29040 - Civil Engineering Technician	19.86
29061 - Drafter I	12.65
29062 - Drafter II	15.15
29063 - Drafter III	17.04
29064 - Drafter IV	20.86
29081 - Engineering Technician I	12.65
29082 - Engineering Technician II	15.15
29083 - Engineering Technician III	17.04
29084 - Engineering Technician IV	20.86
29085 - Engineering Technician V	26.38
29086 - Engineering Technician VI	31.90
29090 - Environmental Technician	20.86
29100 - Flight Simulator/Instructor (Pilot)	21.90
29160 - Instructor	22.24
29210 - Laboratory Technician	17.08
29240 - Mathematical Technician	19.09
29361 - Paralegal/Legal Assistant I	16.27
29362 - Paralegal/Legal Assistant II	20.08
29363 - Paralegal/Legal Assistant III	24.56
29364 - Paralegal/Legal Assistant IV	28.82
29390 - Photooptics Technician	18.84
29480 - Technical Writer	27.74
29491 - Unexploded Ordnance (UXO) Technician I	19.25
29492 - Unexploded Ordnance (UXO) Technician II	23.29
29493 - Unexploded Ordnance (UXO) Technician III	27.92
29494 - Unexploded (UXO) Safety Escort	19.25
29495 - Unexploded (UXO) Sweep Personnel	19.25
29620 - Weather Observer, Senior (3)	19.09
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.40
29622 - Weather Observer, Upper Air (3)	16.40
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.85
31260 - Parking and Lot Attendant	11.51
31290 - Shuttle Bus Driver	13.59
31300 - Taxi Driver	13.08
31361 - Truckdriver, Light Truck	12.82
31362 - Truckdriver, Medium Truck	15.46
31363 - Truckdriver, Heavy Truck	16.55
31364 - Truckdriver, Tractor-Trailer	16.55
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.90

99030 - Cashier	8.82
99041 - Carnival Equipment Operator	11.31
99042 - Carnival Equipment Repairer	11.75
99043 - Carnival Worker	9.95
99050 - Desk Clerk	9.28
99095 - Embalmer	20.16
99300 - Lifeguard	9.64
99310 - Mortician	19.25
99350 - Park Attendant (Aide)	12.11
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.37
99500 - Recreation Specialist	12.56
99510 - Recycling Worker	14.31
99610 - Sales Clerk	9.64
99620 - School Crossing Guard (Crosswalk Attendant)	11.18
99630 - Sport Official	7.94
99658 - Survey Party Chief (Chief of Party)	14.85
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	10.53
99660 - Surveying Aide	7.67
99690 - Swimming Pool Operator	14.44
99720 - Vending Machine Attendant	13.68
99730 - Vending Machine Repairer	14.44
99740 - Vending Machine Repairer Helper	13.68

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $2.36 an hour or $94.40 a week or $409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

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

Sunday outside the normal tour of duty is considered overtime work).

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

operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract, by the contractor, by law, or by the nature of the work,

there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This

publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the
request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure

that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.