

**ORDER FOR SUPPLIES OR SERVICES**

PAGE \_\_\_\_\_ OF \_\_\_\_\_ PAGES

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER <b>09/30/2005</b>		2. CONTRACT NO. (If any) <b>53-3A94-05-02</b>		6. SHIP TO:		
3. ORDER NO. <b>43-3a94-5-0004</b>		4. REQUISITION/REFERENCE NO. <b>OPAEO-05-0787</b>		a. NAME OF CONSIGNEE <b>USDA, FSIS, ASD, AAS Attn: MLangley</b>		
5. ISSUING OFFICE (Address correspondence to)				b. STREET ADDRESS <b>Maildrop 5230, Loc #2L188D 5601 Sunnyside Ave.</b>		
7. TO:				c. CITY <b>Beltsville</b>	d. STATE <b>MD</b>	e. ZIP CODE <b>20705</b>
a. NAME OF CONTRACTOR <b>Walt R. Olsted</b>				f. SHIP VIA		
b. COMPANY NAME				8. TYPE OF ORDER		
c. STREET ADDRESS <b>37907 Wm. Chandler Blvd.</b>				<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
d. CITY <b>Ocean View</b>				REF YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
e. STATE <b>DE</b>		f. ZIP CODE <b>19970</b>		10. REQUISITIONING OFFICE		
9. ACCOUNTING AND APPROPRIATION DATA <b>6310025</b>						

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED	Destination	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) <b>November 3, 2005</b>	16. DISCOUNT TERMS <b>Net 30</b>
a. INSPECTION	b. ACCEPTANCE			

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
01	Driver and Mobile Staff for the Rented Recreational Vehicle deployed to the hurricane disaster areas. This is a Time and Materials Contract.  *NTE \$15,000 is for the period October 3 through 7 <sup>th</sup> . A new order will be done to cover the period October 8 <sup>th</sup> through November 3 <sup>rd</sup> using the same hourly rates.  See Schedule B for hourly rates.	1	JOB		NTE \$15,000*	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. (Cont. pages)  17(i) GRAND TOTAL
	21. MAIL INVOICE TO:						
	a. NAME <b>USDA, FSIS, ASD, AAS Attn: Madonna Langley</b>						
	b. STREET ADDRESS (or P.O. Box) <b>Maildrop 5230, Loc. #2L188D 5601 Sunnyside Avenue</b>						
c. CITY <b>Beltsville</b>			d. STATE <b>MD</b>	e. ZIP CODE <b>20705-5230</b>		\$15,000*	

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) <b>Madonna Langley</b> TITLE: CONTRACTING/ORDERING OFFICER
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**SECTION B—SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 TYPE OF CONTRACT**

This will be a Time and Materials Type Contract.

**B.2 PRICING SCHEDULE**

These suggestions and the following scheme are offered as examples of the type of personnel that might be considered, however the offeror should propose its own structure and staffing configuration consistent with its understanding of the government's requirement.

The contractor is entitled to premium compensation during this time which shall not exceed 30 days unless notified in writing that the period is extended. The premium compensation shall be included in the schedule as noted below.

The hourly rates and/or unit prices set forth in this section for all line items are fixed for the duration of the contract except for that portion of the rate applicable under the Service Contract Act.

**Base Period (September 30, 2005 through November 3, 2005)**

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>Amount to be Paid to Employee</b>	<b>Fully Loaded Labor Rate</b>
101	Driver-Regular Rate		\$2,250 weekly (based on 40 hours per week)
102	Driver-Overtime Rate		\$50 per hour (over 8 hours per day or 40 hours per week)
103	Mobile Staffer Rate		\$250 per day

## SECTION C--STATEMENT OF WORK

### Background/Objectives:

The U.S. Department of Agriculture (USDA), Food Safety and Inspection Service (FSIS) ensures that meat, poultry, and egg products distributed in interstate commerce for human consumption are safe, wholesome, and accurately labeled. This responsibility is mandated under the Federal Meat Inspection Act, the Poultry Products Inspection Act, and the Egg Products Inspection Act.

The Food Safety Education (FSE) office within FSIS ensures that consumers have the latest science-based information about the risks associated with mishandling food and to enhance the dissemination of food safety information to consumers nationwide. A Food Safety Education (FSE) Outreach Vehicle may travel to all 15 FSIS districts throughout the year. The FSE vehicle will appear at State and local county fairs, media outlets—TV, radio, local cable TV, print—schools, cooperative extension services, libraries, parades, conventions as an exhibit booth, and at USDA/FSIS events in conjunction with visits and presentations by USDA officials. The FSE vehicle can more effectively reach consumers, including under-served populations, by presenting food safety information (in English/Spanish) through targeted saturation of all areas of the U.S. This effort also presents an excellent opportunity to work with existing partnerships, while creating new partnerships to foster increased collaboration in food security and food safety education outreach to localities on a national basis. The FSE vehicle will also serve as a front-line consumer education system by informing and educating consumers on what USDA is doing to protect the food supply and asking consumers to do their part in Homeland Security.

The FSE vehicle will be scheduled and tracked from FSIS Headquarters in Beltsville, Maryland. The Contracting Officer's Technical Representative (COTR) and/or Project Officer (PO) will generate outreach opportunities in the visited areas. The vehicle will be stocked with FSES publications, a grill, food thermometers, various visuals and related hardware used to demonstrate food safety practices and principles, and a Thermy™ and Fight BAC! ® costumes to be used at food safety events nationwide.

### Scope of Work:

The USDA, FSIS, has a requirement for a driver(s) to drive the USDA, FSIS, FSE recreational-style motor vehicle for travel throughout the continental United States (U.S.) to various food safety education events/meetings in the hurricane disaster areas of recovery.

### Contractor/Driver Responsibilities shall be:

1. The driver(s) will be responsible for driving the vehicle full-time for the base period throughout the continental U.S.
2. The driver(s) must be able to safely drive a 25-foot long recreational vehicle.
3. The driver(s) must be a U.S. Citizen and be able to communicate clearly (orally and in writing) in English.
4. The contractor must provide all liability insurance as required by this contract.
5. The driver(s) must know how to operate the electrical and mechanical systems of a recreational-style vehicle.
6. Driver(s) must keep the vehicle in good running condition and arrange for scheduled/routine preventive maintenance and repairs to the vehicle's electrical and mechanical systems on an "as

needed" basis. The driver(s) shall keep a record of all scheduled and unscheduled maintenance and submit records with monthly invoice.

7. Driver(s) must report any repairs needed to the vehicle's interior/exterior to the Contracting Officer's Technical Representative (COTR) or Contracting Officer (CO) for approval and then arrange for the repairs to be done. These expenses will be paid for at the Government's expense.
8. Driver(s) shall maintain time sheets and submit monthly with invoice. Contractor will only be reimbursed for actual hours worked.
9. Driver(s) must keep a record of all scheduled and unscheduled maintenance and submit monthly records with invoice.
10. Driver must provide for the routine maintenance/upkeep of the vehicle's facilities (emptying sewage tanks, filling water tanks, etc.) The driver must keep a record of any expenses incurred and submit receipts with monthly invoice.
11. The contractor will need to provide initial cleaning equipment and supplies. Driver(s) will restock as necessary and submit any expenses with invoice.
12. Driver(s) must keep the interior and exterior of the vehicle in good condition to include cleaning the interior and washing the exterior. The vehicle cannot be washed in certain truck washing facilities, so it may be necessary at times to wash the exterior by hand. The driver(s) must keep a record and receipts of any expenses incurred and submit with monthly invoice.
13. The Driver(s) must ensure a smoke-free environment in the vehicle at all times.
14. The Driver(s) must adhere to strict public appearance schedules. The driver(s) is responsible for determining the shortest, most economical; and safest routes to the various scheduled food safety events.
15. Driver(s) is required to assist in the set-up, dismantling and storage of all display materials, equipment, costumes and props. Some heavy lifting may be required (no more than 100 pounds).
16. Driver(s) must be On-Call 24 hours—7 days a week if assistance is needed. For example: At a week-long state fair, the driver(s) may be off-duty while the vehicle is on location; however, the driver(s) must be reachable by telephone and within driving distance should assistance be required. Position involves irregular work hours (up to 14 hours per day), depending upon event requirements, and will include weekends and evenings.
17. The contractor must provide the driver(s) lodging, meals and incidental expenses. The interior of the vehicle will only be used as office space (for meetings and press events) and for the storage of food safety education supplies and equipment. The vehicle may only be used for sleeping and eating accommodations if unavailable in the devastated areas upon notification to the COTR or CO. When the contractor is unable to locate lodging within the authorized amount the contractor must notify the COTR or in their absence the CO for approval. If the contractor does not obtain advanced approval, the contractor will only be reimbursed for the maximum authorized under the travel regulations. All costs of lodging shall not exceed the rates for each locality set by the U.S. General Services Administration. The driver(s) will be reimbursed \$40 per day for meals and any incidental expenses. The driver(s) must keep a record of any expenses incurred and submitted with monthly invoice.

18. Driver must make every attempt to stay at a hotel that will allow the vehicle to be parked at their facilities at no additional expense. If not, the contractor must provide for any fees or Campground fees. The driver(s) must keep a record of any expenses incurred and submit with monthly invoice.
19. When parked at a food safety event, the driver(s) must provide for their own transportation to hotels, restaurants, etc. The driver(s) must keep a record of any expenses incurred and submit with monthly invoice. Rental cars may only be obtained with the prior permission of the COTR.
20. The driver(s) is responsible for maintaining and operating all electronic equipment including a personal computer and printer, cellular phone, Polaroid instant camera, television/VCR combination, DVD player, and a microphone with amplifier. Must also be able to operate a digital camera and download digital photographs to CDs.
21. The driver(s) must maintain a professional conduct while associated with the vehicle. The driver will be serving in an official capacity with a government vehicle representing USDA to the general public; therefore, the driver(s) is expected to adhere to standards of conduct that reflect positively on themselves, their employer, the USDA, and the U.S. Government. The driver(s) shall adhere to all U.S. Government civil rights and sexual harassment regulations.
22. The driver(s) shall be required to present a professional appearance at all times. A professional standard "business casual" dress code must be adhered to when on duty, which can include professional meetings to outdoor activities. Reasonable flexibility for hot and inclement weather shall be allowed.
23. The driver(s) shall maintain a good professional working relationship when interacting with FSES staffers and local food safety educators.
24. Driver(s) may not attach anything (temporary or permanent) to the outside of the vehicle while it's moving or parked.
25. Driver(s) shall maintain records of all hours worked (timesheets), travel expenses (lodging, meals, rental cars, taxis, tolls, etc.) and vehicle maintenance expenses records, gas receipts and submit to the Contracting Officer on a monthly basis.
26. Driver(s) shall monitor and maintain adequate number of food safety education publications/supplies in accordance with inventory established by FSES. Driver(s) is responsible for maintaining inventory and the physical arrangement of publications. Driver(s) shall contact COTR/PO when publications/supplies need restocking and will arrange for the receiving of materials (at government expense) at designated pick-up locations.
27. Driver(s) shall monitor the working condition of the character costumes stored in the vehicle and used at food safety events and may be asked to wear costumes at events. Driver(s) shall contact COTR/PO when costume(s) needs repair and will arrange for the shipping of the costume(s) to a costume company for repair. Shipping and repairs will be made at the government's expense.
28. Driver(s) must make every effort to park the vehicle in a safe and secure location to avoid vandalism and theft.
29. The Driver(s) will act as the onsite team leader for the Mobile and will be responsible for the following duties at the event:
  - a) Organize the volunteers and discuss duties
  - b) Direct Mobile staff's activities at the event to include the setup of displays, equipment, game and publications.
  - c) Assist in the coordination of media interviews and act as a liaison for FSIS and the Food Safety Mobile during interviews.
30. The Driver(s) will assist all staff and volunteers when getting into the costumed characters and is responsible for training and supervising staff and volunteers who wear the costumed characters.

31. The Driver(s) will assist the COTR or other FSIS staff in the coordination of the event including contacting local partners, educators, or volunteers prior to event using information provided by the COTR or other FSIS staff to assist in the coordination of the event.
32. The driver is responsible for keeping current on new and revised educational materials and publication developed by FSIS.
33. The contractor shall provide a mobile staffer to assist the driver in items 1 through 31, except for item 29. Any expenses incurred by mobile staffer will be reimbursed in the same manner of the Driver.

## **SECTION D—PACKAGING AND MARKING**

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### **D.1 AGAR 452.247-72 Packing for Domestic Shipment (FEB 1988)**

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

## SECTION E—INSPECTION AND ACCEPTANCE

The below listed contract clauses from the Federal Acquisition Regulation (48 CFR Chapter 1) which have been checked by the Government are incorporated herein by reference and are made a part of this contract with the same force and effect as if set forth in text.

<u>CLAUSE REFERENCE</u>	<u>FAR REFERENCE</u>	<u>TEXT TITLE AND DATE</u>
52.246-6	46.306	Inspection—Time-and-Materials and Labor-Hour (MAY 2001)

## SECTION F—DELIVERIES OR PERFORMANCE

### F.1 Deliveries

The Driver(s) must adhere to strict public appearance schedules. The driver(s) is responsible for determining the shortest, most economical; and safest routes to the various scheduled food safety events.

### F.2 AGAR 452.211-75 Effective Period of the Contract (FEB 1988)

The effective period of this contract is from September 30, 2005 through November 3, 2005.

### F.3 Period of Performance

This contract shall continue in effect through November 3, 2005, unless terminated or extended in accordance with other provisions contained herein.

## SECTION G—CONTRACT ADMINISTRATION DATA

### **G.1 Designation of Contracting Officer's Technical Representative**

The Contracting Officer hereby designates as the Contracting Officer's Technical Representative (COTR):

Name: Robyn Sadagursky  
Address: Mail Drop 5269, Location # 2-L254D  
5601 Sunnyside Avenue  
Beltsville, Maryland 20705-5269  
Phone: 301-504-3994

The COTR shall be responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

The Contracting Officer shall be informed as soon as possible of any actions or inaction's by the Contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly.

On all matters that pertain to the contract terms the contractor shall communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COTR requests effort outside the scope of the contract, the contractor shall so advise the COTR. If the COTR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer shall be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage may result in nonpayment or necessitate submittal of a contract claim.

### **G.2 Invoice Requirements**

Invoices shall be submitted in an original and one copy to the Contracting Officer designated in this contract. To constitute a proper invoice, the invoice must include the following information and/or attached documentation (in addition to the requirements of FAR 52.232-25).

- (1) Contract number and applicable Delivery Order number.
- (2) Description, price and dates services delivered.
- (3) Submission of all logs and receipts associated with driver(s) time sheets, vehicle maintenance, upkeep, lodging, meals, rental car, taxis, tolls, and incidental expenses related with this requirement.

### **G.3 Invoice Submission**

Invoices shall be submitted to the following address:

USDA, FSIS, ASD, AAS

Attn: Madonna Langley

Maildrop 5230, Location # 2-L188D

5601 Sunnyside Avenue

Beltsville, MD 20705-5230

## SECTION H—SPECIAL CONTRACT REQUIREMENTS

### H.1 Standards of Conduct and Appearance of Employees

#### A. Conduct:

The Government requires a favorable image and considers it to be a major asset to be professional both in conduct and appearance. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the USDA, and the Federal Government. The Government reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the standards of conduct or appearance.

The contractor will be responsible for controlling the employee's conduct and insure that employees and visitors are treated with discretion, respect and courtesy at all times.

The government reserves the right to request the removal of any of the Contractor's employees for reasonable cause (i.e., disorderly conduct). The Contracting Officer's Technical Representative will make such a request only to the Contracting Officer. The Contracting Officer will make all determinations regarding the removal of any employee(s) from the work site. In the event of a dispute, the employee shall be removed from the contract until there is a resolution of the facts and the Contracting Officer renders a final decision. When the reason for the removal is due solely to misconduct or security on the part of the employee, replacement shall be at the Contractor's expenses and not chargeable to the Government.

A determination of "unfit for duty" may be made from, but not limited to, incidents involving the following types of misconduct:

Neglect of official duties, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks, and/or conducting personal affairs during official time.

Falsification or unlawful concealment, removal, mutilation, or destruction of Government property, official records or documents, or concealment of material facts by willful omissions from official records or documents.

Disorderly conduct, use of abusive or offensive language, flirting or sexually suggestive language or actions, any form of discrimination or sexual harassment, quarreling, intimidation by words, actions or fighting. Also, participation in disruptive activities which interfere with the normal and efficient operations of the Government.

Theft, vandalism, immoral conduct or any other criminal actions.

Selling, consuming, or being under the influence of intoxicants, drugs, or substances, which produce similar effects.

Unauthorized use of Government communications equipment or other Government property.

#### B) Criminal Actions:

Contractor employees may be subject to criminal action as allowed by law in certain circumstances. These include, but are not limited to, the following:

- Falsification or unlawful concealment, removal, mutilation, or destruction of Government property, official records or documents, or concealment of material facts by willful omission from official records or documents.
- Unauthorized use of Government equipment, property, theft, vandalism or immoral conduct.
- Unethical, improper use, or misrepresentation of official authority or credentials.

Contractor employees must conform to all local and other applicable regulations. The Contractor shall take appropriate action in the event an employee(s) become involved with civilian authorities as a result of misconduct or any other investigation, and immediately notify the Contracting Officer.

The Government shall not exercise any direct supervision or control over the Contractor employees performing these services under this contract. Such Contractor personnel shall be accountable to the Contractor, who, in turn, shall be accountable to the Government.

## **H.2 Conflict of Interest**

Offerors have an affirmative obligation to disclose to the Contracting Officer any personal or business relationship with Government personnel, or financial interest, which could present the appearance of an existing or potential conflict of interest. Failure to do so, if such becomes known by other means, could result in a determination of non-responsibility prior to award, or termination of the contract.

## **H.3 Representations, Certifications, and Other Statements of Offerors**

In accordance with FAR 15.204-1(b), the completed and submitted "Representations, Certifications, and Other Statements of Offerors", are incorporated by reference in this resulting contract.

## **H.4 Government Furnished Materials**

1. A Federal Express charge number will be provided for shipping purposes (publications, supplies, costumes, etc.).
2. Only the FSE staff or Contracting Officer will schedule and coordinate all food safety events with Contractor/Driver(s).
3. The Service will provide a laptop computer and mobile phone that can be used by the Driver or reimburse the Contractor to purchase them. The contractor will be reimbursed for any expenses incurred if use of personal cell phone is required. A copy of the phone bill shall be submitted with invoice.

## **H.5 Materials (Other Direct Costs) Reimbursement**

- a) Materials are those direct costs other than labor that a contractor incurs in performing the requirements of the contract. These direct costs may include lodging, per diem (meals), gasoline, tolls, parking fees, repairs to the RV, and cleaning supplies.
- b) Lodging costs, not including taxes, shall not exceed the amount authorized under the Federal Travel Regulations (FTR) set by the General Services Administration (GSA) for the applicable geographical area. These rates are available at <http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.shtml> under the current year's Domestic Per Diem Rates. When the contractor is unable to locate lodging within the authorized amount the contractor must notify the COTR or in their absence the CO for approval. If the contractor does not obtain advanced approval, the contractor will only be reimbursed for the maximum authorized under the travel regulations.
- c) The driver(s) shall be reimbursed \$40 per day for meals and any incidental expenses.
- d) No direct costs shall be reimbursed unless allowable under cost principles of Part 31 of the FAR.
- e) Receipts for ALL direct costs must be submitted with the contractor's invoice.
- f) A material handling charge shall be separately reimbursed and shall apply as a set percentage of direct materials expenditures. The material handling shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures consistent with Part 31.

## **H.6 Labor Reimbursement**

- a) The direct labor hours are fixed hourly rates that include wages, overhead, general and administrative expenses, and profit.
- b) Labor will be reimbursed at the rates established in the pricing schedule. Contractor must submit time sheets, which clearly indicates the number of hours worked for each proposed labor rate.

## SECTION I—CONTRACT CLAUSES

### I.1 Clauses Incorporated By Reference

The below listed contract clauses from the Federal Acquisition Regulation (48 CFR Chapter 1) which have been checked by the Government are incorporated herein by reference and are made a part of this contract with the same force and effect as if set forth in text.

<u>CLAUSE REFERENCE</u>	<u>FAR REFERENCE</u>	<u>TEXT TITLE AND DATE</u>
52.215-8	15.209(h)	Order of Precedence—Uniform Contract Format (OCT 1997)
52.222-43	22.1006(c)(1)	Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)
52.223-6	23.505	Drug-Free Workplace (MAY 2001)
52.225-3	25.1101(b)(1)(i)	Buy American Act—North American Free Trade Agreement—Israeli Trade Act (MAY 2002) Alt I (MAY 2002)
52.225-13	25.1103(a)	Restrictions on Certain Foreign Purchases (MAR 2005)
52.228-5	28.310	Insurance—Work on a Government Installation (JAN 1997)
52.229-3	29.401-3	Federal, State and Local Taxes (APR 2003)
52.232-7	32.111(b)	Payments under Time-and-Materials and Labor- Hour Contracts (DEC 2002) ALT I (MAR 2000)
52.232-9	32-111(c)(2)	Limitation on Withholding of Payments (APR 1984)
52.232-17	32.617(a) and (b)	Interest (JUNE 1996)
52.232-23	32.806(a)(1)	Assignment of Claims (JAN 1986)
52.243-3	43.205(c)	Changes—Time-and-Materials or Labor-Hours (SEP 2000)

52.245-4	45.106(d)	Government-Furnished Property (Short Form) (JUN 2003)
52.246-25	46.805(a)(4)	Limitations of Liability—Services (FEB 1997)
52.249-6	49.503(a)(1)	Termination (Cost-Reimbursement) (MAY 2004) ALT IV (SEPT 1996)
52.249-14	49.505(d)	Excusable Delays (APR 1984)

**I.2 FAR 52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items) (July 2005)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (July 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Dec 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (July 2005) (41 U.S.C. 351, *et seq.*) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(ix) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2005) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (June 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, *Clauses Incorporated by Reference* (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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[Insert one or more Internet addresses]

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

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

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

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

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

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

(End of clause)

**I.3 FAR 217-8 Option to Extend Services (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provisions may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days. (End of Clause)

**I.5 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)**

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

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
Driver WG-7	\$15.82
Laborer WG-2	\$9.74

(End of clause)

**I.6 FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)**

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

(End of clause)

**I.7 AGAR 452.228-71 Insurance Coverage (NOV 1996)**

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.
- (b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.
- (d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

**I.8 AGAR 452.236-74 Control of Erosion, Sedimentation, and Pollution (NOV 1996)**

- (a) Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).
- (b) Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged on the ground; into or nearby rivers, streams, or impoundments; or into natural or man-made channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.
- (c) Mechanized equipment shall not be operated in flowing streams without written approval by the Contracting Officer.

(End of clause)

## SECTION J—LIST OF ATTACHMENTS

Listed below are all of the documents attached to, and forming a part of this contract:

<u>Exhibit or Attachment</u>	<u>Number of Pages/Websites</u>
Maintenance Log Sheet	Attachment 1
Miscellaneous Expense Log Sheet	Attachment 2
Federal Travel Per Diem Rates	see website below <a href="http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.shtml">http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.shtml</a>



