

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER LECFRA 3190-N037		PAGE 1 OF 35	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DABQ03-03-R-0018	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARIE KENNEDY		b. TELEPHONE NUMBER (No Collect Calls) 907-384-7104		6. SOLICITATION ISSUE DATE 07-Aug-2003	
9. ISSUED BY REGIONAL CONTRACTING OFFICE - ALASKA ATTN: SFCA-PRA-A PO BOX 5-525 BLDG 600 2ND FL FORT RICHARDSON AK 99505-0525  TEL: 907-384-7104 FAX: 907-384-7112/7118		CODE DABQ03		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: SIZE STANDARD: \$10.5		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO LAW ENFORCE CMD LAVARIAS, GREG GS-6 PROVOST MARSHAL ATTN: APVR-RLE-SM BLDG 656 FT. RICHARDSON AK 99505-7220 TEL: 907-384-0883 FAX: 907-384-6347		CODE RLE-SM		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR    TEL.		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	23. UNIT PRICE
		<b>SEE SCHEDULE</b>					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECURITY ALARM MAINTENANCE SERVICES FFP SCHEDULE I BASE PERIOD OF PERFORMANCE: 15 SEPT 2003 - 14 SEPT 2004 PURCHASE REQUEST NUMBER: LECFRA 3190-N037				
				NET AMT	<hr/>

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ICIDS MAINTENANCE FFP SECURITY ALARM MAINTENANCE SERVICES PURCHASE REQUEST NUMBER: LECFRA 3190-N037	12	Months		
				NET AMT	<hr/>

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	SERVICE CALLS FFP AFTER HOURS SERVICE REPAIR CALLS	60	Hours		
PURCHASE REQUEST NUMBER: LECFRA 3190-N037					

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	SECURITY ALARM MAINTENANCE SERVICES FFP SCHEDULE II				
FIRST OPTION PERIOD OF PERFORMANCE: 15 SEPT 2004 - 14 SEPT 2005					
PURCHASE REQUEST NUMBER: LECFRA 3190-N037					

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA OPTION	ICIDS MAINTENANCE FFP SECURITY ALARM MAINTENANCE SERVICES	12	Months		
PURCHASE REQUEST NUMBER: LECFRA 3190-N037					

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB OPTION	SERVICE CALLS FFP AFTER HOURS SERVICE REPAIR CALLS PURCHASE REQUEST NUMBER: LECFRA 3190-N037	60	Hours		
					<hr/>
					NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	SECURITY ALARM MAINTENANCE SERVICES FFP SCHEDULE III SECOND OPTION PERIOD OF PERFORMANCE: 15 SEPT 2005 - 14 SEPT 2006 PURCHASE REQUEST NUMBER: LECFRA 3190-N037				
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					NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA OPTION	ICIDS MAINTENANCE FFP SECURITY ALARM MAINTENANCE SERVICES PURCHASE REQUEST NUMBER: LECFRA 3190-N037	12	Months		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB OPTION	SERVICE CALLS FFP AFTER HOURS SERVICE REPAIR CALLS PURCHASE REQUEST NUMBER: LECFRA 3190-N037	60	Hours		

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NET AMT

FOB: Destination

#### CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (JulOCT 1995) -- Alternate I	OCT 1995
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (May 2001)OCT 1997 - Alternate I	OCT 1997
52.217-5	Evaluation Of Options	JUL 1990
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989

52.222-47	Service Contract Act (SCA) Minimum Wages And Fringe Benefits	MAY 1989
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2003
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	JUN 1999
52.252-2	Clauses Incorporated By Reference	JUN 1999
52.252-3	Alterations in Solicitation	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.252-5	Authorized Deviations In Provisions	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following evaluation factors shall be used to evaluate offers:

- (1) Price
- (2) Technical Capability
- (3) Past Performance

This is a lowest price technically acceptable competitive acquisition. Contractor will be selected who is deemed responsible in accordance with the Federal Acquisition Regulation (FAR) 9.104-1, whose offer conforms to the requirements of the Request for Proposals, and who has acceptable past performance.

Price: Each proposal will be evaluated using price analysis as set forth in FAR 15.404-1(b).

Technical Capability: Proposal will show ability of the contractor to provide qualified maintenance personnel who are qualified to service and maintain an ICIDS II/ MDI OS2/SAFENET system as detailed in the Statement of Work.

Past Performance: Contractor shall submit the name of the company, telephone number and point of contact for a minimum of three (3) contracts that show past performance information within the past three years that is comparable to the statement of work and magnitude of the requirement stated herein. The Government may use past performance information obtained from other than the sources identified by the offeror.

(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.

(End of clause)

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)

(a) Definitions. As used in this provision:

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

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

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

\_\_\_\_\_

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer  \$1 million or less

51 - 100  \$1,000,001 - \$2 million

101 - 250  \$2,000,001 - \$3.5 million

251 - 500  \$3,500,001 - \$5 million

501 - 750  \$5,000,001 - \$10 million

751 - 1,000  \$10,000,001 - \$17 million

Over 1,000  Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business

concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

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

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

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

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

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

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

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

(2) Foreign End Products:

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

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

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

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

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

NAFTA Country or Israeli End Products

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

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

Other Foreign End Products

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

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

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.  
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(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

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

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

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

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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

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

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

( ) (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

(a) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision 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 30 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Contracting Officer  
Bldg 600, 2<sup>nd</sup> Floor  
Fort Richardson, AK 99505-0525

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

- (c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured. (Contracting Officer shall strike the word "not" where the GSBCA is a correct forum.)

52.237-1 SITE VISIT (APR 1984)

- (a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

RCO-AK 002 PERIOD OF PERFORMANCE (Local Clause)

The basic period of performance of any contract resulting from this solicitation is anticipated to be from 15 September 2003, or date of contract award, whichever is later, through 14 September 2004.

(End of Clause)

RCO-AK 004 HOLIDAYS (Local Clause)

The following federal legal holidays are to be observed in performance of the resulting contract:

New Year's Day (1 January of every year)  
Martin Luther King Day (3rd Monday in January)  
President's Day (3rd Monday in February)  
Good Friday (Friday Preceding Easter Sunday)  
Memorial Day (4th Monday in May)  
Independence Day (4th of July each year)  
Labor Day (1st Monday in September)  
Columbus Day (2nd Monday in October)

Veteran's Day (11th of November each year)  
Thanksgiving (4th Thursday in November)  
Christmas (25th of December each year)

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

(End of clause)

#### RCO-AK 005 PAYMENT OFFICE POINT OF CONTACT (Local Clause)

The point of contact for any problems associated with the payment of invoices will be Ms. Faith Lehano, Chief Army Alaska Vendor Pay, telephone (808) 472-7750, or Facsimile (808) 472-5825. Customer Service is available by dialing 1-888-222-6950 (toll free) or Facsimile (808)472-5836. The EFT Team may be reached by telephone at (808) 472-7776 or 472-7771.

(End of clause)

#### RCO-AK 006 POST TRAFFIC REGULATION (Local Clause)

All Contractors are advised that it is a violation of a post traffic regulation to exceed 10 miles per hour while passing military personnel in formation, or a military group running or walking along the side of the road. Driving privileges on this installation may be suspended or canceled for violating post traffic regulations or applicable state laws and will not be considered an excusable delay under the contract. Each Contractor must ensure that all of its employees have been informed of this information.

(End of clause)

#### RCO-AK 008 SERVICE CONTRACT WAGE DETERMINATION (Local Clause)

Department of Labor Wage Determination No. 1994-2017 Rev (28) dated 06/04/2003 is hereby incorporated and made a part of the resulting contract.

The wages for the different occupations listed in the above referenced Wage Determination are based on various descriptions as defined in the publication entitled, "Service Contract Act Directory of Occupations," issued by the U. S. Department of Labor. This document may be reviewed at the Regional Contracting Office - Alaska, Bldg 600, 2<sup>nd</sup> Floor, East End, Fort Richardson, Alaska.

(End of Clause)

#### RCO-AK 010 REQUIRED INSURANCE (Local Clause)

In accordance with Contract Clause FAR 52.228-5, entitled "Insurance Work on a Government Installation," the Contractor shall procure and maintain during the entire period of his performance under this contract at least the following minimum insurance:

TYPE	AMOUNT
(a) Workmen's Compensation and Employer's Liability Insurance	\$100,000.00
(b) General Liability Insurance	\$500,000.00 per occurrence
(c) Automobile Liability Insurance	
For commercial motor vehicles as defined by the Department of Public Safety, Division of Motor Vehicles, Commercial Vehicle Section	\$500,000.00 bodily injury or death in a single occurrence \$200,000.00 property damage in a single occurrence
For other vehicles used in connection with performing the contract	\$200,000.00 for bodily injury or death per person \$500,000.00 for bodily injury or death per occurrence \$25,000.00 property damage per occurrence

Workers' Compensation Insurance MUST comply with the requirements of Alaska Statute 23.30.

Note: As prescribed by Clause 52.228-5, before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. Policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. Upon request, proof of the required insurance and the endorsement shall be furnished to the Contracting Officer.

Additional Note: The Contractor shall be responsible for informing his/her employees that employee-owned vehicles operated on the Government installation, but not used in performing the contract, must comply with the following mandatory State of Alaska insurance requirements:

\$50,000.00 bodily injury or death  
of one person per occurrence  
\$100,000.00 bodily injury or death  
of two or more persons per occurrence  
\$25,000.00 property damage per occurrence

(End of clause)

#### RCO-AK 028 CONTRACTOR EMPLOYEE IDENTIFICATION (Local Clause)

Contractor personnel performing recurring services within Government offices shall be readily identifiable by display of a Contractor provided badge or nametag. The Contractor badge format shall, as a minimum, include the employee's name and Contractor's name. Contractor personnel shall wear the badge/nametag at all times when performing contract work on a Government facility. Each Contractor employee shall wear the ID badge in a

conspicuous place on the front of exterior clothing and above the waist except when safety, health reasons, or contract terms require a placement at a different location.

(End Clause)

## STATEMENT OF WORK

### STATEMENT OF WORK

#### SECTION C GENERAL

C.1.1. SCOPE OF WORK. The contractor shall provide all necessary personnel, services and equipment to administer, maintain, and repair the Integrated Commercial Intrusion Detection System II (ICIDS II) components , sensors, connections, system wiring, control units, and conduit at Fort Richardson, Alaska, that are an integral part of the MDI OS2/SAFENET system (ICIDS II) with 3D Graph map and WIN NT. Contractor shall, jointly with Directorate of Public Works (DPW) Alarm Maintenance Personnel, administer the entire IDS/EECS/CCTV system and maintain it in an operational state. Contract will provide for a base period of 12 months with two (2) 12-month option periods.

C.1.1.1. HOURS OF OPERATION. Maintenance work will shall be performed during regular working hours (7:30 AM – 4:30 PM) Monday through Friday, excluding Federal holidays unless the Contracting Officer approves after duty hours or holiday work in writing.

C.1.2. PERSONNEL. The contractor shall provide a work force possessing the skills, knowledge, and training to satisfactorily perform the services required by this contract. Maintenance technicians must be ICIDS II (commercial name is OS2 SAFENET) qualified by the manufacturer, MDI. Proof of qualification is required prior to start of contract. Personnel performing work under this contract shall remain employees of the contractor and will not be considered employees of the Government.

C.1.2.1. CONTRACTOR REPRESENTATIVE. The contractor shall provide an offsite project manager who shall be available on-call during the normal duty hours 7:30 A.M. to 4:30 P.M., to conduct over-all management coordination and furnish liaison with the Government. The contractor's project manager shall be the point of contact with the Government and shall have the authority to act or make decisions for the contractor on all matters pertaining to this contract.

C.1.2.2. The contractor shall designate an alternate project manager who shall be authorized to act on behalf of the contractor in the absence of the contractor's project manager or when the contractor's project manager is not available.

C.1.2.3. The contractor shall provide the name, address, telephone number and facsimile number for the contractor's project manager and alternate to the Contracting Officer within ten (10) calendar days following contract award. The contractor shall verbally notify the Contracting Officer of changes as they occur and provide written changes as they occur and provide written changes not later than 48 hours after the effective date of change.

C.1.2.4. **IDENTIFICATION BADGES.** Contractor personnel on duty shall wear contractor provided identification badges displaying the employee's name and the name of the contractor.

C.1.2.5. Ten (10) calendar days prior to start of contract performance, the contractor shall submit to the Contracting Officer, in writing, the names, SSN's, phone numbers of the contractor's project manager, alternate project manager, management, and personnel scheduled to perform work under this contract.

C.1.3. **Contractor Personnel:** The contractor personnel performing the maintenance and repair on the systems shall be experienced mechanics, repairmen, or technicians with background experience and qualified in repair and maintenance of ICIDS II systems (MDI OS2 SAFENET Systems). Contractor shall present evidence within ten (10) calendar days prior to start of contract performance, that service personnel have been qualified and trained on the OS2 SAFENET system.

C.1.3.1. **Personnel and Security Requirements:** Civilian contract personnel must possess a minimum-security clearance of confidential, granted in accordance with AR380-67, paragraph 3-400. If contractor personnel do not have a confidential clearances at the start of the contract, then all required paperwork must have been submitted to obtain one, prior to start of contract. If any employee is subsequently unable to receive a confidential clearance, the contractor will replace that employee. Contractor personnel shall also be required to obtain a satisfactory local law enforcement background check conducted by the Government. At minimum, all employees require a favorable local law enforcement background check prior to start of contract. The contractor shall observe and practice all security and building regulations that may be in effect at the time of the award..

C.1.4. **CONTRACT DISCREPANCY REPORT.** The contractor may be issued a Contract Discrepancy Report (CDR) when contract performance is unsatisfactory. The contractor shall complete Blocks 7, 8, and 9 of the CDR and return it to the Contracting Officer within two (2) days after receipt.

C.1.5. **INTERFACE WITH GOVERNMENT OPERATION.** Performance of work by contractor personnel under the terms of this contract shall not interfere with regularly scheduled Government operational activities.

C.1.6. **CONSERVATION OF UTILITIES.** Contractor personnel shall practice utilities conservation and shall operate under conditions which preclude waste of Government furnished utilities.

C.1.7. **FILES.** The contractor shall maintain complete and accurate files of documentation, records, and reports required under the terms of this contract. The contractor shall not allow access to the files by any Government agency, non-Government agency, or individual unless specifically authorized by the Contracting Officer. Files shall be made available to the Contracting Officer or designated representative upon request. All files will become the property

of the Government and shall be turned over to the Contracting Officer at the expiration or termination of this contract.

C.1.8. DISCLOSURE OF INFORMATION. Performance under this contract may require the contractor to access data and information proprietary to a Government agency, another Government contractor, or of such nature that its dissemination or use other than as specified in this work statement would be adverse to the interests of the Government or others.

C.1.9. WORK COORDINATION AND OPERATING HOURS:

C.1.9.1. The Contracting Officer Representative (COR) or authorized government representatives will initiate service calls when the IDS/EECS/CCTV is not functioning properly. A qualified service technician shall be available to provide service to the complete IDS/EECS/CCTV system at all times during the normal work week. The Contracting Officer or his authorized representative shall be furnished with a telephone number where the service supervisor can be reached at all other times. Service personnel, other than normal work hours, shall be at the site within 2 hours after receiving a service request for service. Under all conditions the IDS/EECS/CCTV shall be restored to proper operating condition within 48 hours after service personnel arrive on site if IDS and/or EECS equipment is at fault.

C.1.10. INVOICING The contractor may submit monthly invoices for payment. Invoices shall be sent through the Contract Administrator to the Contracting Officer, at the Regional Contracting Office, Fort Richardson, for certification. After certification approval, the Contracting Officer will forward the invoice to the Defense Finance and Accounting Office.

### SECTION C.3

#### GOVERNMENT FURNISHED PROPERTY (GFP) AND SERVICES

C.3. PROPERTY: The contractor shall not use property provided by the Government for any purpose other than in the performance of this contract.

C.3.1. Government equipment shall remain the property of the Government and shall at no time be removed from Fort Richardson without prior COR approval

C.3.2. KEYS: The Government will provide the contractor with a marked set of keys to facilities and equipment being used by the contractor in the performance of this contract. The Government will provide duplication of keys when requested by the contractor and approved by the Contracting Officer.

C.3.2.1. KEY CONTROL. The contractor shall be responsible for keys provided to the contractor by the Government. Keys shall not be lost, misplaced, damaged, or duplicated by contractor personnel, nor used by unauthorized contractor personnel. The contractor shall develop and implement procedures to insure that keys issued to the contractor by the Government are safeguarded.

C.3.2.2. In the event a key is duplicated, misplaced, lost, or missing, all locks and keys for that system will be replaced at fair market value by the Government. The contractor shall reimburse the Government for replacement of locks or rekeying. The contractor shall also reimburse the Government for any Government property that is damaged, lost or stolen, as a result of unauthorized key duplication, misplaced key, missing key, or loss of key by contractor or contractor personnel

C.3.2.3. The contractor shall report any occurrence of duplicated, misplaced, damaged, missing or lost keys to the Contracting Officer within 4 hours' after discovery of occurrence, and submit a written report to the Contracting Officer by close of business the next working day. The written report shall provide complete details relating to duplication, misplaced key, loss, etc.

C.3.2.4. PUBLICATIONS/STANDARDS: All maintenance shall be performed in accordance with the equipment manufacturer's recommendations, as shown in the Technical Manuals for the equipment, and applicable code requirements. The Government will make available for contractor examination the publications listed in this work statement.

C.3.2.5. Wiring: All AC power wiring is government supplied and will be maintained by the government. All signal communication paths between buildings, consisting of twisted pair telephone wiring and fiber optic cabling are government supplied and will be maintained by the government. Contractor shall maintain electronic equipment that supports signals dedicated to IDS/EECS/CCTV, and wiring from such equipment to telephone punch blocks within a building

## SECTION C.4

### CONTRACTOR FURNISHED ITEMS

C.4. CONTRACTOR FURNISHED ITEMS: The contractor shall furnish all equipment and services not specifically identified as Government furnished, but which are necessary to perform the requirements of this contract. Contractor furnished equipment and services shall be compatible with existing Government systems.

## SECTION C.5

### SPECIFIC TASKS

C.5. TASKS: Contractor will be available on a 40 hour normal work week basis (7:30-4:30) to repair and maintain any and all IDS/EECS/CCTV components covered under this contract, regardless of the cause of the malfunction. On his/her own initiative the Contractor will be required to coordinate and work with other Fort Richardson agencies and contractors to diagnosis problems and resolve them.

C.5.1. Contractor will make all adjustment and/or replacement of components, including sensors and cameras, within the IDS, EECS, and CCTV. The adjustment and/or replacement includes all installed equipment, all computer equipment, software updates, transmission equipment and local processors.

C.5.2. Contractor shall provide continuous database maintenance for all functions and capabilities in accordance with the OS2/SAFENET operations manual. Contractor will be required to perform System Administrator (SA) functions for data base maintenance and processing. The contractor shall be responsible for maintaining the integrity of the data of the ICID System that includes regular archiving and restoring data to/from tapes as well as diskettes. The SA shall add, modify and delete access control to privilege records; add, modify and delete privilege levels to operator profiles; add, modify and delete sensor records.

C.5.3. Contractor will provide an adequate training program for new ICIDS military police operators as they are identified by the COR. The contractor shall be responsible for training new operators as well as evaluate existing operators in the performance of their duties with respect to the ICIDS System.

C.5.4 The Contractor shall keep records and logs of each task and organize cumulative records by ICIDS II account number. Complete logs shall be kept and made available for inspection on site demonstrating that repairs have been accomplished for the intrusion detection system.

C.5.5 The Contractor shall separately record each service call request, as received, in a maintenance database. The form shall include the serial number (if available) identifying the component involved, its location, date and time the call was received, nature of trouble, names of service personnel assigned to the task, instructions describing what has to be done, the amount and nature of the materials to be used, the time and date work started, and the time and date of completion. All completed work orders shall be noted daily in the maintenance database. The contractor shall deliver a record of the work performed, in the form of a daily report, to the COR or his authorized representative within 5 working days of the work being completed.

C.5.6 In support of the 2 hour time to service and 48 hour time-to-repair requirement, upon initial awarding of the contract, and on a recurring schedule as necessary to maintain sufficient ready spare parts in the inventory, the contractor shall advise the COR and government's DPW Alarm Maintenance personnel of the required types/quantities of spare parts that are required to be on-hand at all times. Parts will be stored in a government provided storage facility. The government furnished office equipment shall include a computer workstation that is connected to the base wide ICIDS II system. Contractor shall supply all necessary diagnostic and test equipment.

C.5.7 The ICIDS II system integrates primary functional parts manufactured by MDI with sensors and other standard peripheral parts available from a variety of sources, and with hybrid parts supplied by their respective manufacturers or suppliers. The government is responsible for procurement and replenishment of all associated ICIDS components. Replenishment and initial parts orders will be accomplished through direct contractor coordination with the COR and

DPW's Alarm Maintenance services. Contractor shall recommend the integration of new state of the art sensors, new control unit parts, including power supplies and batteries, and new zone monitoring devices as the components fail.

C.5.8 The ICIDS System runs on OS2 software applications that are proprietary to MDI OS2/SAFENET. The contractor is responsible for all future software upgrades and training necessary to facilitate the normal and proper functioning of the ICIDS system during the term of this contract.

C.5.9. The contractor will be required to assist the COR and DPW Alarm Maintenance personnel in the design, installation, and operations of all new installations during the term of the contract. Equipment for the new installations will be purchased by the government.

C.5.10. WORK HOURS:

C.5.10.1 Scheduled Work: Shall be accomplished between the hours of 0730 and 1630 hours, exclusive of Saturdays, Sundays, and Federal holidays.

C.5.10.2. Repair Service Calls: The COR or authorized representatives will initiate repair service calls when the IDS/EECS/CCTV is not functioning properly. Contractor shall provide service to repair the IDS/EECS/CCTV system twenty-four (24) hours a day, seven (7) days a week, Saturdays, Sundays and Federal holidays inclusive, upon receipt of oral or written notification of equipment failure or improper functioning of any component. The COR or authorized representatives will be furnished with a telephone number where the service supervisor can be reached at all times. Service personnel shall be at site within 2 hours after receiving a request for service. The IDS/EECS/CCTV shall be restored to proper working condition within 48 hours after service personnel arrive on site if IDS and/or EECS equipment is at fault. The Government will provide a list of persons authorized to place calls in accordance with the terms and conditions of the contract. The contractor shall not accept calls from persons other than those persons whose names are provided to the contractor in accordance with this paragraph.

C.5.10.3 Response Time: Qualified service personnel shall be available to provide service to the complete IDS/EECS/CCTV within 1 hour during the normal workweek. The contracting Officer or his authorized representative shall be furnished with a telephone number where the service supervisor can be reached at all other times. Service personnel, other than normal work hours, shall be at the site within 2 hours after receiving a service request for service. Upon completion of the work, the contractor shall complete a Service Work Call report and leave a signed copy at the Physical Security Office. Repair technician(s) shall coordinate for access to the system with Government user personnel at the facility requiring repairs, as part of each service call.

C.5.11. Parts: Government is responsible for procurement and replenishment of all associated ICIDS components and parts.

C.5.12. SERVICE CALL RECORDS: The contractor shall separately record each service call request, as received, in a maintenance database. The record shall include the serial number identifying the component involved, its location, date and time that the call was received, nature of trouble, names of service personnel assigned to the task, instruction describing what work has to be done, the amount and nature of the materials to be used, the time and date that the work started, and the time and date of completion. All completed work orders shall be noted daily in the maintenance database. Contractor shall deliver a record of the work performed, in the form of daily report, to the Contracting Officer Representative (COR) within five (5) days of the work being completed.

WAGE DETERMINATION

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WAGE DETERMINATION NO: 94-2017 REV (28) AREA: AK, STATEWIDE

WAGE DETERMINATION NO: 94-2017 REV (28) AREA: AK, STATEWIDE  
REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR  
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WASHINGTON D.C. 20210

Wage Determination No.: 1994-2017 Revision No.: 28

William W.Gross Division of | Director Wage Determinations|  
Date Of Last Revision: 06/04/2003

State: Alaska Area: Alaska Statewide

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.25
01012 - Accounting Clerk II	13.46
01013 - Accounting Clerk III	16.97
01014 - Accounting Clerk IV	19.02
01030 - Court Reporter	17.07
01050 - Dispatcher, Motor Vehicle	17.07
01060 - Document Preparation Clerk	15.39
01070 - Messenger (Courier)	13.11
01090 - Duplicating Machine Operator	13.38
01110 - Film/Tape Librarian	15.27
01115 - General Clerk I	12.14
01116 - General Clerk II	14.64
01117 - General Clerk III	15.39
01118 - General Clerk IV	17.32
01120 - Housing Referral Assistant	18.57
01131 - Key Entry Operator I	12.28
01132 - Key Entry Operator II	17.14
01191 - Order Clerk I	13.64
01192 - Order Clerk II	15.39
01261 - Personnel Assistant (Employment) I	15.35

01262 - Personnel Assistant (Employment) II	17.25
01263 - Personnel Assistant (Employment) III	19.28
01264 - Personnel Assistant (Employment) IV	22.38
01270 - Production Control Clerk	21.31
01290 - Rental Clerk	15.27
01300 - Scheduler, Maintenance	16.01
01311 - Secretary I	16.01
01312 - Secretary II	17.92
01313 - Secretary III	18.57
01314 - Secretary IV	20.88
01315 - Secretary V	22.76
01320 - Service Order Dispatcher	15.27
01341 - Stenographer I	13.59
01342 - Stenographer II	15.27
01400 - Supply Technician	20.88
01420 - Survey Worker (Interviewer)	17.07
01460 - Switchboard Operator-Receptionist	12.54
01510 - Test Examiner	17.92
01520 - Test Proctor	17.92
01531 - Travel Clerk I	12.59
01532 - Travel Clerk II	13.89
01533 - Travel Clerk III	15.34
01611 - Word Processor I	13.66
01612 - Word Processor II	15.44
01613 - Word Processor III	16.71
03000 - Automatic Data Processing Occupations	
3010 - Computer Data Librarian	16.45
03041 - Computer Operator I	16.09
03042 - Computer Operator II	17.14
03043 - Computer Operator III	24.42
03044 - Computer Operator IV	25.98
03045 - Computer Operator V	27.62
03071 - Computer Programmer I (1)	20.07
03072 - Computer Programmer II (1)	24.82
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	16.62
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.47
05010 - Automotive Glass Installer	20.51
05040 - Automotive Worker	20.51
05070 - Electrician, Automotive	22.17
05100 - Mobile Equipment Servicer	18.40
05130 - Motor Equipment Metal Mechanic	22.47
05160 - Motor Equipment Metal Worker	20.51
05190 - Motor Vehicle Mechanic	22.47
05220 - Motor Vehicle Mechanic Helper	17.38
05250 - Motor Vehicle Upholstery Worker	20.51
05280 - Motor Vehicle Wrecker	20.51
05310 - Painter, Automotive	21.44
05340 - Radiator Repair Specialist	20.51
05370 - Tire Repairer	17.78
05400 - Transmission Repair Specialist	22.47

07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	10.30
07010 - Baker	14.50
07041 - Cook I	12.82
07042 - Cook II	14.72
07070 - Dishwasher	10.16
07130 - Meat Cutter	15.18
07250 - Waiter/Waitress	10.83
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	21.44
09040 - Furniture Handler	15.78
09070 - Furniture Refinisher	21.44
09100 - Furniture Refinisher Helper	17.38
09110 - Furniture Repairer, Minor	19.42
09130 - Upholsterer	21.44
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.80
11060 - Elevator Operator	11.07
11090 - Gardener	15.93
11121 - House Keeping Aid I	10.58
11122 - House Keeping Aid II	11.87
11150 - Janitor	11.07
11210 - Laborer, Grounds Maintenance	13.26
11240 - Maid or Houseman	10.19
11270 - Pest Controller	15.39
11300 - Refuse Collector	14.26
11330 - Tractor Operator	15.03
11360 - Window Cleaner	12.23
12000 - Health Occupations	
12020 - Dental Assistant	15.88
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	19.48
12071 - Licensed Practical Nurse I	13.89
12072 - Licensed Practical Nurse II	15.61
12073 - Licensed Practical Nurse III	17.47
12100 - Medical Assistant	14.93
12130 - Medical Laboratory Technician	15.61
12160 - Medical Record Clerk	14.20
12190 - Medical Record Technician	14.88
12221 - Nursing Assistant I	9.47
12222 - Nursing Assistant II	10.66
12223 - Nursing Assistant III	11.61
12224 - Nursing Assistant IV	13.06
12250 - Pharmacy Technician	13.94
12280 - Phlebotomist	15.94
12311 - Registered Nurse I	21.46
12312 - Registered Nurse II	26.26
12313 - Registered Nurse II, Specialist	26.26
12314 - Registered Nurse III	31.77
12315 - Registered Nurse III, Anesthetist	31.77
12316 - Registered Nurse IV	38.09
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	23.84
13011 - Exhibits Specialist I	21.09
13012 - Exhibits Specialist II	25.29

13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	21.09
13042 - Illustrator II	25.29
13043 - Illustrator III	30.90
13047 - Librarian	22.95
13050 - Library Technician	19.63
13071 - Photographer I	16.79
13072 - Photographer II	21.09
13073 - Photographer III	21.99
13074 - Photographer IV	26.87
13075 - Photographer V	28.25
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	9.06
15030 - Counter Attendant	9.06
15040 - Dry Cleaner	11.79
15070 - Finisher, Flatwork, Machine	9.06
15090 - Presser, Hand	9.06
15100 - Presser, Machine, Drycleaning	9.06
15130 - Presser, Machine, Shirts	9.06
15160 - Presser, Machine, Wearing Apparel, Laundry	9.06
15190 - Sewing Machine Operator	13.01
15220 - Tailor	14.50
15250 - Washer, Machine	9.90
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	22.55
19040 - Tool and Die Maker	28.08
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	24.18
21020 - Material Coordinator	21.31
21030 - Material Expediter	21.31
21040 - Material Handling Laborer	16.29
21050 - Order Filler	13.82
21071 - Forklift Operator	17.80
21080 - Production Line Worker (Food Processing)	17.67
21100 - Shipping/Receiving Clerk	17.20
21130 - Shipping Packer	15.90
21140 - Store Worker I	13.66
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	17.05
21210 - Tools and Parts Attendant	17.67
21400 - Warehouse Specialist	17.67
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.18
23040 - Aircraft Mechanic Helper	17.38
23050 - Aircraft Quality Control Inspector	23.48
23060 - Aircraft Servicer	19.42
23070 - Aircraft Worker	20.43
23100 - Appliance Mechanic	21.45
23120 - Bicycle Repairer	17.78
23125 - Cable Splicer	30.48
23130 - Carpenter, Maintenance	22.54
23140 - Carpet Layer	20.43
23160 - Electrician, Maintenance	28.07
23181 - Electronics Technician, Maintenance I	21.21
23182 - Electronics Technician, Maintenance II	30.22
23183 - Electronics Technician, Maintenance III	32.77

23260 - Fabric Worker	19.83
23290 - Fire Alarm System Mechanic	22.47
23310 - Fire Extinguisher Repairer	19.16
23340 - Fuel Distribution System Mechanic	28.42
23370 - General Maintenance Worker	20.43
23400 - Heating, Refrigeration and Air Conditioning Mechanic	22.47
23430 - Heavy Equipment Mechanic	24.01
23440 - Heavy Equipment Operator	25.83
23460 - Instrument Mechanic	24.04
23470 - Laborer	13.51
23500 - Locksmith	22.55
23530 - Machinery Maintenance Mechanic	24.81
23550 - Machinist, Maintenance	23.08
23580 - Maintenance Trades Helper	17.38
23640 - Millwright	23.95
23700 - Office Appliance Repairer	22.55
23740 - Painter, Aircraft	24.52
23760 - Painter, Maintenance	21.45
23790 - Pipefitter, Maintenance	29.01
23800 - Plumber, Maintenance	27.69
23820 - Pneudraulic Systems Mechanic	23.95
23850 - Rigger	23.95
23870 - Scale Mechanic	21.20
23890 - Sheet-Metal Worker, Maintenance	25.83
23910 - Small Engine Mechanic	20.43
23930 - Telecommunication Mechanic I	23.63
23931 - Telecommunication Mechanic II	27.00
23950 - Telephone Lineman	23.63
23960 - Welder, Combination, Maintenance	22.47
23965 - Well Driller	24.34
23970 - Woodcraft Worker	23.95
23980 - Woodworker	20.12
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.47
24580 - Child Care Center Clerk	15.54
24600 - Chore Aid	11.74
24630 - Homemaker	18.94
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	26.53
25040 - Sewage Plant Operator	22.25
25070 - Stationary Engineer	26.53
25190 - Ventilation Equipment Tender	17.38
25210 - Water Treatment Plant Operator	21.94
27000 - Protective Service Occupations	
(not set) - Police Officer	29.17
27004 - Alarm Monitor	16.31
27006 - Corrections Officer	24.74
27010 - Court Security Officer	23.89
27040 - Detention Officer	24.74
27070 - Firefighter	20.42
27101 - Guard I	12.73
27102 - Guard II	15.61
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	21.20

28020 - Hatch Tender	21.20
28030 - Line Handler	21.20
28040 - Stevedore I	22.75
28050 - Stevedore II	25.19
29000 - Technical Occupations	
21150 - Graphic Artist	25.25
29010 - Air Traffic Control Specialist, Center (2)	29.10
29011 - Air Traffic Control Specialist, Station (2)	20.07
29012 - Air Traffic Control Specialist, Terminal (2)	22.09
29023 - Archeological Technician I	18.22
29024 - Archeological Technician II	20.48
29025 - Archeological Technician III	25.29
29030 - Cartographic Technician	28.75
29035 - Computer Based Training (CBT) Specialist/ Instructor	30.74
29040 - Civil Engineering Technician	24.20
29061 - Drafter I	17.72
29062 - Drafter II	21.97
29063 - Drafter III	27.28
29064 - Drafter IV	28.75
29081 - Engineering Technician I	20.52
29082 - Engineering Technician II	25.40
29083 - Engineering Technician III	28.07
29084 - Engineering Technician IV	29.27
29085 - Engineering Technician V	31.27
29086 - Engineering Technician VI	37.59
29090 - Environmental Technician	19.18
29100 - Flight Simulator/Instructor (Pilot)	35.35
29160 - Instructor	24.39
29210 - Laboratory Technician	19.99
29240 - Mathematical Technician	27.82
29361 - Paralegal/Legal Assistant I	20.48
29362 - Paralegal/Legal Assistant II	24.17
29363 - Paralegal/Legal Assistant III	29.56
29364 - Paralegal/Legal Assistant IV	36.24
29390 - Photooptics Technician	24.19
29480 - Technical Writer	27.13
29491 - Unexploded Ordnance (UXO) Technician I	18.49
29492 - Unexploded Ordnance (UXO) Technician II	22.47
29493 - Unexploded Ordnance (UXO) Technician III	26.81
29494 - Unexploded (UXO) Safety Escort	18.49
29495 - Unexploded (UXO) Sweep Personnel	18.49
29620 - Weather Observer, Senior (3)	26.72
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	19.09
29622 - Weather Observer, Upper Air (3)	19.09
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	18.80
31260 - Parking and Lot Attendant	13.19
31290 - Shuttle Bus Driver	17.68
31300 - Taxi Driver	15.74
31361 - Truckdriver, Light Truck	17.30
31362 - Truckdriver, Medium Truck	18.75
31363 - Truckdriver, Heavy Truck	20.80
31364 - Truckdriver, Tractor-Trailer	20.84
99000 - Miscellaneous Occupations	

99020 - Animal Caretaker	11.22
99030 - Cashier	11.70
99041 - Carnival Equipment Operator	14.59
99042 - Carnival Equipment Repairer	15.47
99043 - Carnival Worker	11.99
99050 - Desk Clerk	14.09
99095 - Embalmer	18.71
99300 - Lifeguard	11.11
99310 - Mortician	18.71
99350 - Park Attendant (Aide)	13.94
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.41
99500 - Recreation Specialist	22.53
99510 - Recycling Worker	20.27
99610 - Sales Clerk	12.18
99620 - School Crossing Guard (Crosswalk Attendant)	12.78
99630 - Sport Official	11.11
99658 - Survey Party Chief (Chief of Party)	26.44
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.60
99660 - Surveying Aide	24.04
99690 - Swimming Pool Operator	14.95
99720 - Vending Machine Attendant	12.77
99730 - Vending Machine Repairer	14.95
99740 - Vending Machine Repairer Helper	12.77

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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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and

Christmas Day. A contractor may substitute for any of the named holidays another

day off with pay in accordance with a plan communicated to the employees involved.)

(See 29 CFR 4.174)

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

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

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M.

at the rate of basic pay plus a night pay differential amounting to 10 percent of

the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a

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

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)}

When multiple wage determinations are included in a contract, a separate SF 1444

should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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.