

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SOIL04-0096		PAGE 1 OF 55					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912CZ-04-R-0018		6. SOLICITATION ISSUE DATE 25-May-2004			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME EDITH R. SMITH				b. TELEPHONE NUMBER (No Collect Calls) 907-384-7104		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 25 Jun 2004			
9. ISSUED BY REGIONAL CONTRACTING OFFICE - ALASKA ATTN: SFCA-PRA PO BOX 5-525 BLDG 600 2ND FL FORT RICHARDSON AK 99505-0525 TEL: 907-384-7104 FAX: 907-384-7112/7118		CODE W912CZ		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS		
15. DELIVER TO DIRECTORATE OF PUBLIC WORKS GRAY, ROBERT MR ENVIRONMENTAL RESOURCES ATTN:APVR-WPW-EV BLDG 3023 FT. WAINWRIGHT AK 99703-3015 TEL: 907-353-9949 FAX: 907-353-9867		CODE WPWENV		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		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT	
SEE SCHEDULE											
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT			
<input 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 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 <input checked="" type="checkbox"/> 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

STATEMENT OF WORKTHERMAL TREATMENT OF POL CONTAMINATED SOIL
FORT WAINWRIGHT, AK

1. GENERAL REQUIREMENTS

1.1 The contractor shall provide all labor, supervision, materials, equipment, tools, analytical/laboratory services, and transportation to thermally treat petroleum, oils, and lubricants (POL) contaminated soils generated on Fort Wainwright, Black Rapids Training Area and Bolio Lakes.

1.2 As directed by the Government, the contractor shall either load POL contaminated soil into trucks and transport to the treatment facility or accept delivered POL contaminated soil at the treatment facility for thermal treatment.

1.3 The contractor shall have all applicable operating permits to thermally treat the POL contaminated soil to Alaska Department of Conservation (ADEC) and/or the Environmental Protection Agency (EPA) approved levels for disposal on the ground at the Fort Wainwright sanitary landfill.

1.4 The Government shall designate on the work order the disposition of the treated soils.

1.4.1 Upon completion of the thermal remediation process the contractor shall load and transport the soils to the Fort Wainwright sanitary landfill, to an area designated by the Government.

1.4.2 Upon completion of the thermal remediation process the contractor shall retain the soils designated to not be returned to Fort Wainwright for disposal

1.5 The contractor shall provide all required sampling and analysis required for the proper thermal treatment of POL contaminated soil – final clearance sampling. Sample collection, analysis and reporting, and chain-of-custody shall be according to EPA and ADEC established guidelines and requirements, and as contained in the PWS. The price of treatment shall include final clearance sampling and analysis.

1.6 The contractor shall provide the COR with written verification of the treatment of the contaminated soil and copies of all clearance sampling analyticals.

1.7 POL contaminated soil transported to the thermal treatment facility, by other than the contractor from the locations identified in paragraphs 2.1, 2.2 and 2.2.3, shall be accepted at the contractor's facility with a two (2) hour notification between the hours of 0800 – 1800 hours. This requirement addresses contaminated soils from POL spills, and provides a method to prevent stockpiling and transportation at a later date.

1.8 The contractor shall accept and treat soils from spills of known POL products, the Government shall provide the contractor with the appropriate Material Safety Data Sheet (MSDS) and a US Army Garrison Alaska (USAGAK) Spill Report.

1.9 The Government shall designate on the work order whether they will be transporting contaminated soils to the contractor's treatment facility or that the contractor will be required to load and transport.

1.10 During the winter months when contaminated soils are frozen, the contractor shall crush the soil to a particle size suitable for thermal remediation and to meet the treatment standards specified in the PWS. Frozen soils can typically be encountered between 15 September and 15 May; however, deep excavations encountering contaminated permafrost can be encountered anytime during the year. In such cases, the Government on the work order would order crushing. The ordering officer shall verify frozen soils before the work order is issued. The contractor at no cost to the Government shall crush soils that freeze at the contractor's site waiting for thermal remediation.

2. LOCATION OF WORK

2.1 Fort Wainwright: POL contaminated soils required for pick up by the contractor will be located within the cantonment area. The cantonment area is defined as follows:

North: Birch Hill
South: Tanana River Levee
East: Badger Road
West: Steese Highway

2.2 Black Rapids Training Area: The main support facility.

2.3 Donnelley West Training Area: The main Bolio Lake support facility, and adjacent ranges accessible by improved roads.

3. SPECIFIC REQUIREMENTS

3.1 Pickup and delivery to treatment facility

3.1.1 Contractor pickup and delivery to treatment facility

3.1.1.1 The contractor shall provide all labor, materials, equipment, tools, and supervision to load and transport POL contaminated soil from a stockpile located anywhere within the locations identified in paragraphs 2.1, 2.2 and 2.3.

3.1.1.2 The loading and hauling shall meet all Department of Transportation laws and provisions of this PWS.

3.1.1.3 The contractor shall haul the material directly to their treatment facility for treatment and not create another stockpile in any location as a transfer/staging point.

3.1.1.4 Treated POL contaminated soils may not be transported from the treatment facility until the Government is in receipt of the written verification of treatment and associated clearance sampling and analysis reports.

3.1.1.5 For treated POL contaminated soils designated for return to Fort Wainwright The soil will be transported to the Fort Wainwright sanitary landfill. The hours of delivery are 0800 – 1500, Monday thru Friday, excluding Federal Holidays. Delivery shall be coordinated with the Public Works, Operations Support Branch, Rick Lowe, 353-6056.

3.1.2 Delivery of POL contaminated soils to the treatment facility by other than the contractor

3.1.2.1 The contractor shall accept delivery of POL contaminated soils generated by USAGAK at the locations identified in Paragraphs 2.1, 2.2 and 2.3 for treatment.

3.1.2.2 The POL contaminated soil delivered shall be stockpiled at the treatment facility while awaiting thermal treatment.

3.1.2.3. Treated POL contaminated soils may not be transported from the treatment facility until the Government is in receipt of the written verification of treatment and associated clearance sampling and analysis reports.

3.1.2.4 All treated POL contaminated soil will be transported to the Fort Wainwright sanitary landfill. The hours of delivery are 0800 – 1500, Monday thru Friday, excluding Federal Holidays. Delivery shall be coordinated with the Public Works, Operations Support Branch, Rick Lowe, 353-6056.

3.2 Thermal treatment of POL contaminated soil

3.2.1 The contractor shall thermally treat POL contaminated soils to levels acceptable to EPA/ADEC for disposal on the ground.

3.2.2. All treated POL contaminated soil will be transported to the Fort Wainwright sanitary landfill. The hours of delivery are 0800 – 1500, Monday thru Friday, excluding Federal Holidays. Delivery shall be coordinated with the Public Works, Operations Support Branch, Rick Lowe, 353-6056.

3.3 The Government is responsible for the characterization of all soils offered to the contractor for thermal treatment. The price for treatment shall include the cost of final clearance sampling and analysis.

3.4 Reporting Requirements

3.4.1 For each work order, the contractor shall submit a Certificate of Treatment that includes the following information:

- Contract Number
- Delivery Order Number
- Work Order Number
- Final clearance analysis
- Work Order specific weight tickets

3.4.2 Attached to the Certificate of Treatment will be the final clearance analytical results. Two copies of the analyticals will be prepared on contractor/laboratory letterhead with the signature of the responsible individual on each report. All reports will be dated and include the deliver order and work order numbers.

3.4.3 All documentation required by this PWS shall be mailed to:

Directorate of Public Works

Environmental Compliance Division
1060 Gaffney Road, 6500
ATTN: APVR-WPW-GE-O (Bldg 3023)
Fort Wainwright, AK 99703-6500
Fax # (907) 353-9867

3.4.4 The contractor shall not invoice the Government for payment of each work order until the COR is in receipt of the documents referenced in paragraphs 3.4.1 and 3.4.2 and all thermally treated soils have been delivered to the Fort Wainwright sanitary landfill.

3.4.5 Copies of invoices shall be faxed to the Department of Public Works Environmental Resources Office Manager at (907) 353-9867 the same day as the Contractor invoices the Government (DFAS).

3.4.6 Final clearance analysis shall consist of the following analysis

AK101 – Total Petroleum Hydrocarbons as Gasoline (GRO)
AK102 - Total Petroleum Hydrocarbons as Fuel Oil (DRO)
BTEX - Benzene, Toluene, Ethylbenzene, and xylenes, EPA 8021B

3.5 Response Time

3.5.1 Work orders shall be faxed or e-mailed to the contractor. For fax orders, the contractor shall immediately complete the confirmation date, time, and signature block at the bottom of the order and fax it back to the ordering office. For e-mail notifications, the Contractor shall immediately e-mail the ordering office confirming receipt of the order.

3.5.2 If fax order notification is to be used in lieu of e-mail, the contractor shall maintain a continuous toll free facsimile telephone number for receiving Government orders.

3.5.3 POL contaminated soils loaded and transported by the contractor shall begin loading and transporting soil within 10 working days of notification and complete the transportation within 25 days of notification.

3.5.4 Thermally treated soil shall be returned to the Fort Wainwright sanitary landfill within 45 days of treatment.

3.5.5 Expedited Removal. Contractor is to begin POL contaminated soil loading and removal within 24 hours after receipt of work. Minimum quantity for the expedited removal is 10 tons per location.

3.5.5.1. Expedited removal - Fort Wainwright

3.5.5.2. Expedited removal - Black Rapids/Donnelley West Training Area

3.6 Method of Measurement

3.6.1 Payment will be based the measured weight in tons of the untreated POL contaminated soil by a Alaska certified truck scale. The Government can divert up to Five (5) percent of the contractors trucks to DRMO Fairbanks for confirmation of the contractors payment weights

3.6.2. Weight tickets will be provided for each work order and submitted according to paragraphs 3.4.1 and 3.4.2.

3.7 Soil Cells

3.7.1 Temporary soil cells shall be removed by the contractor. Visqueen cover, liner and ballast shall be disposed of into the Fort Wainwright landfill. Any earthen berms under the ground liner that define the cell shall be left in place.

3.7.2 Permanent soil cells shall be removed by the contractor, if directed by the Government. The contractor shall fold the soil pile cover (normally PERMALON) and place it at an adjacent location as directed by the Government. For permanent cells to be left in place, the contractor shall remove the cover liner, removing as much contaminated soil as possible to prevent damage to the bottom liner. Any earthen berms under the ground liner that define the cell shall be left in place. After all contaminated soils are removed the cover liner shall be placed back over the cell.

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	BASE PERIOD FFP SOIL REMEDIATION, FORT WAINWRIGHT, AK. THE CONTRACTOR SHALL PROVIDE ALL LABOR, SUPERVISION, MATERIALS, EQUIPMENT, TOOLS, ANALYTICAL/LABORATORY SERVICES, AND TRANSPORTATION TO THERMALLY TREAT PETROLEUM, OILS, AND LUBRICANTS (POL) CONTAMINATED SOILS GENERATED ON FORT WAINWRIGHT, BLACK RAPID TRAINING AREAS AND BOLIO LAKES TRAINING AREA, ALASKA. SEE STATEMENT OF WORK (SOW) ATTACHED. PERIOD OF PERFORMANCE: 01 SEPTEMBER 2004 THROUGH 31 AUGUST 2005. PURCHASE REQUEST NUMBER: SOIL04-0096		Lot		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002 OPTION	FIRST OPTION PERIOD-SOIL REMEDIATION-FWA FFP CONTRACTOR SAHLL PROVIDE ALL LABOR, SUPERVISON, MATERIALS, EQUIPMENT, TOOLS, ANALYTICAL/LABORATORY SERVICES, AND TRANSPORTATION TO THERMALLY TREAT PETROLEUM, OIL, AND LUBRICANTS (POL) CONTAMINATED SOILS GENERATED ON FORT WAINWRIGHT, BLACK RAPIDS TRAINING AREA AND BOLIO LAKES TRAINING AREAS, ALASKA. PERIOD OF PERFORMANCE: 01 SEPTEMBER 2005 THROUGH 31 AUGUST 2006.		Lot		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003 OPTION	SECOND OPTION PERIOD FFP THE CONTRACTOR SHALL PROVIDE ALL LABOR, SUPERVISION, MATERIALS, EQUIPMENT, TOOLS, ANALYTICAL/LABORATORY SERVICES, AND TRANSPORTATION TO THERMALLY TREAT PETROLEUM, OILS, AND LUBRICANTS (POL) CONTAMINATED SOILS GENERATED ON FORT WAINWRIGHT, BLACK RAPIDS AND BOLIO LAKES TRAINING AREAS, ALASKA. PERIOD OF PERFORMANCE: 01 SEPTEMBER 2006 THROUGH 31 AUGUST 2007.		Lot		

ESTIMATED
NET AMT

FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.223-4	Recovered Material Certification	OCT 1997
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.233-3	Protest After Award	AUG 1996
52.237-1	Site Visit	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	JUN 2003
52.247-34	F.O.B. Destination	NOV 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should

contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

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 factors shall be used to evaluate offers:

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

Technical Capability and Past Performance are equal in importance, and when combined, are slightly more important than price.

(b) Within the Technical Capability factor, the following sub-factors are equal in importance;

- (1) Technical approach to perform the requirements of the solicitation.
- (2) Ability of the contractor to provide equipment for loading and transporting POL contaminated soil to the treatment location.
- (3) Ability of the contractor to provide a facility, for treatment of the contaminated soil.
- (4) Ability to provide analytical results verifying clean soil following thermal treatment.

(5) Quality Control:

(c) Within the Quality Control sub-factor, the following sub-subfactors are equal in importance:

- (i) Specific techniques for inspection and testing,
- (ii) Deficiency prevention methods
- (iii) Maintenance of records

d) The Past Performance factor, will be evaluated via a survey (see Attachment I). Offerors must receive a Satisfactory or better rating in the Past Performance Survey to be considered for award.

- (1) The survey will be conducted by the Contract Specialist, who will contact the sources provided by the offeror. The Government may use past performance information obtained from other than the sources identified by the offeror.
- (2) Offerors with no past performance may provide the equivalent information on the company personnel proposed for the service and their past experience. If there is no past experience, they will be given a neutral rating (the average score of the other competing offers).

e) Price will be evaluated using price analysis techniques. In selecting the best overall proposal, the Government will consider the value of each proposal in terms of the quality offered for the price. The importance of price in the selection will increase as the quality differences between the technical proposals decrease.

(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 (JAN 2004)

(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 s 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--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--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--Free Trade Agreements--Israeli Trade Act."

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

FTA 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--Free Trade Agreements--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--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). 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--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). 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--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA 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 FTA 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 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)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

___ (18) 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).

___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (20) 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).

___ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (24) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

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

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

(e) (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 (May 2004) (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)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price Requirements contract resulting from this solicitation.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 September 2004 through 31 August 2005.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the

mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the quantity set forth in the price schedule for that line item;

(2) Any order for a combination of items in excess of the quantities set forth for the line items ordered in the price schedule; or

(3) A series of orders from the same ordering office within 30 calendar days that together call for quantities exceeding the limitations in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 August 2005.

(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 at least thirty (30) days prior to contract expiration.

(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 prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty 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 three (3) years and six (6) months.

(End of clause)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-

Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

2) 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, 2nd Floor, NE Wing
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.)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

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):

<http://www.arnet.gov/far>

<http://www.hill.af.mil>

<http://www.dtic.mil/dfars>

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004)

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

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

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

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

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

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

252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

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

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

252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

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

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000).

____252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

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

(End of clause)

RCO-AK 0001 CONTACT FOR CONTRACT ADMINISTRATION (Local Clause)

In the event your organization receives a contract as a result of this solicitation, please designate a person whom we may contact for contract administration.

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

E-MAIL: _____

(End of Clause)

RCO-AK 003 PERIOD OF PERFORMANCE (Local Clause)

The basic period of performance of any contract resulting from this solicitation is anticipated to be from 1 September 2004, or date of contract award, whichever is later, through 31 August 2005 for the Base Period, consecutive 12-month option period(s) are also included, which may be exercised by the Government in accordance with the terms of the contract.

(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 Electronic Funds Transfer 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. 94-2017 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, 2nd 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 014 ORDERING OFFICERS (Local Clause)

Only individuals appointed, in writing, as Ordering Officers will be authorized to place oral calls against this contract. The limits of their authority will be specified in an appointment letter and a copy of the letter provided to the Contractor. In no case will the Ordering Officer be authorized to direct work outside the scope of the contract, exceed monetary limits established on delivery orders, or exceed the ordering limitations stated within the contract. The Government is not under any obligation to accept supplies or services which are not initiated by an Ordering Officer acting within his/her designated authority.

(End of clause)

RCO-AK 015 CALLS AGAINST DELIVERY ORDERS (Local Clause)

(a) Delivery orders will be issued by the Contracting Officer to cover all deliveries within a specified period of time, and within a specified quantity/amount.

(b) Individual calls against delivery orders will be placed at least twenty-four (24) hours prior to the required delivery. In emergency situations, calls may be placed with less notice, subject to the Contractor's approval. The names of Government personnel authorized to place calls (Ordering Officers) will be provided in writing, prior to contract start date, by the Contracting Officer.

(c) DELIVERY TICKETS: Each delivery made under a call shall require the Contractor to furnish delivery tickets in quadruplicate. One (1) copy of the delivery ticket shall be furnished to the person receiving the delivery, two (2) copies shall be used by the Contractor to support the monthly invoice, and one (1) copy shall be retained for the Contractor's records. The Delivery Tickets shall contain, as a minimum:

- (1) The Contractor's name.
- (2) The contract number.
- (3) The delivery order number.
- (4) The call number and date of call.
- (5) The date of delivery.
- (6) The quantity of item delivered.

(d) Payment will be made for all deliveries made monthly. The Contractor shall invoice by Schedule item number and units delivered for the payment period. All invoices shall be itemized, priced and extended, and submitted to the payment address cited herein.

(End of Clause)

RCO-AK 017 SUBMISSION OF BIDS/PROPOSALS (Local Provision)

Sealed bids/proposals shall be mailed (including U.S. Postal Service Express Mail-Next Day Service-Post Office to Addressee) to the Regional Contracting Office-Alaska, P.O. Box 5-525, Fort Richardson, Alaska 99505-0525, or hand-carried to the depository in the RCO-AK, Building 600, 2nd Floor, NE Wing, Fort Richardson.

Bids/Proposals delivered by courier service (e.g. DHL, Federal Express, etc.) are considered as hand-carried bids/proposals and must be addressed to Building 600, 2nd Floor, NE Wing, Fort Richardson, Alaska 99505. The

sealed envelope shall reflect bidder's name and address in the upper left hand corner. The solicitation number, hour, and date of opening/closing shall be placed in the lower left hand corner. Telegraphic bids/proposals are not authorized.

(End of Provision)

RCO-AK 020 INSTRUCTIONS FOR PREPARATION OF TECHNICAL AND PRICE PROPOSALS
(Local Provision)

In order to provide all necessary information for a comprehensive technical evaluation and price analysis, offerors shall submit proposals in two separate sections as follows:

a. TECHNICAL PROPOSAL

1) The technical proposal should be sufficiently specific, detailed and complete to clearly and fully demonstrate your understanding of the proposed work. Your proposed method and approach should be sufficient to attain contract objectives and achieve a quality product. The technical approach shall be such as to enable Government personnel with general training to make a thorough and complete evaluation and arrive at a sound determination as to whether the supplies/services proposed will satisfy the stated requirements of the Government.

3) The technical proposal shall also include the following information:

(a) A listing of the offeror's experience in performance of Government or other contracts for similar services of the variety and magnitude set forth in this solicitation. The information should include the contract number, description of work performed, the term of the contract, the agency with whom the work was contracted, a point of contract, and any other applicable information.

(b) Documentation that addresses the experience and qualifications of all personnel who will be performing on this contract.

(c) Documentation that addresses the experience and qualifications of any subcontractors that will provide services under this contract.

(d) An overview of the quality control procedures to be utilized with performance of any resulting contract.

4) Statements that the offeror understands, can or comply with all specifications, statements paraphrasing the specifications or parts thereof, and phrases such as "standard procedures will be used" will not be acceptable.

5) No pricing information shall be included in the technical proposal.

b. PRICE PROPOSAL:

(4) Prices for items requested shall be included in Attachment II of this solicitation

2) Prices for items requested shall be included in the price Schedule of the solicitation. It is expected that this contract will be awarded based on a determination that there is adequate price competition; therefore, the offeror is not required to submit or certify cost or pricing data. However, if the Contracting Officer determines that adequate price competition does not exist, the offeror shall provide certified cost or pricing data as requested by the Contracting Officer.

(End of Provision)

RCO-AK 025 BASIS OF AWARD (Local Provision)

- (a) The Government intends to evaluate proposals and award a contract without discussions with offerors (except communications conducted for the purpose of minor clarification). Therefore, each initial offer should contain the offerors best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.
- (b) Subject to the terms and conditions contained herein, award will be made to a single offeror.
- (c) The Government will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the offeror's proposal.
- (d) Proposals that are unrealistically low in price will be deemed reflective of an inherent lack of technical competence, or failure to comprehend the risks of the proposed contractual requirements, and may be rejected.
- (e) Subject to the evaluation factors set forth herein, award will be made to the offeror whose proposal represents the best value to the Government. (refer to FAR Clause 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999))

(End of Provision)

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)

RCO-AK 029 Past Performance Information Management System (PPIMS)

1. **PPIMS.** During the period of this contract, the Government will collect, evaluate and store data concerning the contractor's performance in the Past Performance Information Management System (PPIMS). The PPIMS is a web-based system, and is the Army's central repository for past performance information for this contract. Past Performance Information (PPI) may be used to evaluate performance risk in source selection, and it may also be used to aid in identifying potential sources, developing acquisition strategies, and determining contractor responsibility.
2. **Performance Assessment Report (PAR).** A PAR, essentially a report card on the contractor's performance, will be prepared upon physical completion of the contract, and additional interim reports may be prepared for multiple-year contracts or if the Contracting Officer determines that an out-of-cycle or "addendum" report could be beneficial.

3. Rating Areas. Ratings will be made in the following areas:

Quality of Product or Service – Contractor’s conformance to contract requirements, specifications and standards of good workmanship (e.g., commonly accepted technical, professional, environmental, or safety and health standards.)

Schedule – Timeliness of the contractor against the completion of the contract, task orders, milestones, delivery schedules, administrative requirements (e.g., efforts that contribute to or effect the schedule variance.)

Cost Control – (Not required for Firm-Fixed Price and Firm-Fixed Price with Economic Price Adjustment contracts) – Contractor’s effectiveness in forecasting, managing and controlling contract cost.

Business Relations – Integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the contractor’s history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts, and whether the contractor met small/small disadvantaged and women-owned business participation goals.

Management of Key Personnel – (For services and information technology contracts only) – Contractor’s performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

4. Rating System: The following rating system will be used to assess contractor performance for all applicable PPI elements:

Exceptional (Dark Blue) – Performance meets contractual requirements and exceeds many to the Government’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) – Performance meets contractual requirements and exceeds some to the Government’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) – Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) – Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor’s corrective actions appear or were ineffective.

5. Contractor Review: Contractors will be given 30 calendar days after receipt of a PAR to review the evaluation and provide comments. Failure to respond within the 30-day period will be taken as agreement with the assessment. The Contracting Officer may grant an extension to the 30-day review period.

6. Contractor Concurrence: When a contractor concurs with, or takes no exception to a performance report, such report shall be considered final and releasable for use in source selection and other deliberative purposes.

7. Contractor Rebuttal: When a contractor takes exception to a performance report, the Contracting Officer will review the contractor’s rebuttal or comments and, as warranted, make appropriate changes. If there is still

disagreement, the contractor’s rebuttal or comments shall be made a part of the PAR. All information including the contractor’s comments and the Contracting Officer’s supporting rationale is forwarded to the designated reviewing official for agency decision. The decision of the reviewing official is final.

8. Final Report. The Contracting Officer will provide a copy of the final report to the contractor. Concurrently, the final report, along with the contractor comments or rebuttal, is releasable for use in source selection and other deliberative purposes. Departments and agencies will share past performance information with other departments and agencies when requested to support future award decisions.

9. Questions. Contractors shall direct any questions concerning PPI or PPIMS to the Contracting Officer.

(End of Clause)

PRE-AWARD INFORMATION (Local Provision)

A pre-survey may be conducted in order to determine Contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below and return this information with your proposal/bid. The performance references can consist of Government agencies or companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be the financial institution with whom you conduct business.

6) Three (3) Performance References

(5) Name: _____
Address: _____

Point of Contact: _____
Telephone Number: _____
Facsimile Number: _____
Contract Number: _____
Amount: _____
Description: _____

(6) Name: _____
Address: _____

Point of Contact: _____
Telephone Number: _____
Facsimile Number: _____
Contract Number: _____
Amount: _____
Description: _____

(7) Name: _____

Address: _____

Point of Contact: _____

Telephone Number: _____

Facsimile Number: _____

Contract Number: _____

Amount: _____

Description: _____

(b) One (1) Financial Reference

(1) Name: _____

Address: _____

Point of Contact: _____

Telephone Number: _____

Account Number: _____

(End of provision)

WAGE DETERMINATION

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

FOR OFFICIAL USE ONLY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

WAGE DETERMINATION NO.: 1994-2017

WILLIAM W. GROSS DIVISION OF REVISION NO. 28

DIRECTOR WAGE DETERMINATIONS DATE OF LAST REVISION: 06/04/2003

STATE: ALASKA AREA: ALASKA STATEWIDE

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

03010 - 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

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(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

TECHNICAL EXHIBIT

**TECHNICAL EXHIBIT 1
LOOSE WEIGHTS OF VARIOUS MATERIALS**

TYPE OF MATERIAL	POUNDS PER CUBIC FOOT	POUNDS PER CUBIC YARD	APPROXIMATE POUNDS PER SQ YARD PER 1 INCH DEPTH
Trap Rock	96	2590	72
	100	2690	75
	103	2780	77
Granite or lime stone	90	2410	67
	93	2500	89
	96	2590	72
Sandstone	82	2220	62
	86	2320	64
	90	2410	66
	93	2500	70
Sand	97	2630	73
	101	2740	76
	106	2850	79
	110	2960	82
Slag	55	1480	41
	65	1760	49
	76	2040	57
	86	2320	64
Asphalt	91	2480	69
	100	2700	75
	116	3130	87
	128	3460	96

ATTACHMENT I

ATTACHMENT I
INFORMATIONAL PURPOSES ONLY

PRE-AWARD/PAST PERFORMANCE SURVEY

We are in the process of evaluating _____ for past performance, and they have given your name as a reference. It is requested that you furnish the following information in regards to Contract _____ under which they performed.

1. What type of work was involved?
2. Did they perform their duties in a timely manner?
3. Were all terms & conditions of the contract followed?
4. Did they create any extra demands on the contract?
5. Were there any contractor delays?
6. Was their work completely satisfactory?
7. How would you rate them on the following rating scale?
(Please circle applicable rating)

Exceptional – Performance met contractual requirements and exceeded many to the Government’s benefit. The contractual performance was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good – Performance met contractual requirements and exceeded some to the Government’s benefit. The contractual performance was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory – Performance met contractual requirements. The contractual performance contained some minor problems for which corrective actions taken by the contractor appeared to be, or were satisfactory.

Marginal – Performance did not meet some contractual requirements. The contractual performance assessed reflected a serious problem for which the contractor did not identify corrective actions. The contractor’s proposed actions appeared only marginally effective or were not fully implemented.

Unsatisfactory – Performance did not meet most contractual requirements and recovery was not provided in a timely manner. The contractual performance contained serious problem(s) for which the contractor’s corrective actions appeared to be, or were ineffective.

Selection of rating is supported by the following narrative rationale:

8. Is there any other information you would like to furnish regarding this contractor?

Company Name: _____

Address: _____

Name of person providing information: _____

Position Title: _____

Date: _____ Phone: _____

Project: _____

Amount: _____

Solicitation or Contract No.: _____