

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER WC1XR7 3290-N035		PAGE 1 OF 45				
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912CZ-04-R-0002		6. SOLICITATION ISSUE DATE 06-Jan-2004		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JAMES E. HOLLOWAY				b. TELEPHONE NUMBER (No Collect Calls) 907-384-7219		8. OFFER DUE DATE/LOCAL TIME 04:30 PM 05 Feb 2004		
9. ISSUED BY REGIONAL CONTRACTING OFFICE - ALASKA ATTN: SFCA-PRA-A PO BOX 5-525 BLDG 600 2ND FL FORT RICHARDSON AK 99505-0525 TEL: 907-384-7104 FAX: 907-384-7112/7118		CODE 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: 8999 SIZE STANDARD: 6.0			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE						
17a. CONTRACTOR/ OFFEROR TEL.		CODE		18a. PAYMENT WILL BE MADE BY CODE						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY		22. UNIT	23. UNIT PRICE	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>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42a. RECEIVED BY (Print)					
					42b. RECEIVED AT (Location)					
					42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	BASE YEAR FFP PERIOD OF PERFORMANCE IS FROM 1 FEBRUARY 2004, OR DATE OF AWARD TO 31 JANUARY 2005. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035				

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AA	TASK 1 FFP FORMER BUILDING 3564, FORT WAINWRIGHT, ALASKA. SAMPLE AND ANALYZE GROUNDWATER FOR DIESEL RANGE ORGANICS (DRO), RESIDUAL RANGE ORGANICS (RRO), GASOLINE RANGE ORGANICS (GRO), AND BENZENE, TOLUENE, ETHLYBENZENE, XYLENES (BTEX) FROM WELLS AP7178, AP7180, AP6729, AP7187, AP7189, AP7191, AND AP7183. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AB	TASK 2 FFP NORTH POST SAMPLING, NORTH POST SITE IS LOCATED NORTHWEST OF THE "NORTH POST HOUSING" AREA AT FORT WAINWRIGHT, ALASKA. ANALYZE GROUNDWATER FOR DIESEL RANGE ORGANICS (DRO), RESIDUAL RANGE ORGANICS (RRO), GASOLINE RANGE ORGANICS (GRO), POLYNUCLEAR AROMATIC HYDROCARBONS (PAHs), AND BENZENE, TOLUENE, ETHLYBENZENE, XYLENES (BTEX) FROM WELLS AP6819, MP2C, MP3C, AP7095, AP8780, AP8781, AND AP8782. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AC	TASK 3 FFP BUILDINGS 2060, FORT WAINWRIGHT, ALASKA. SAMPLE AND ANALYZE GROUNDWATER FOR DIESEL RANGE ORGANICS (DRO) FROM WELLS AP7202R AND AP7206. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AD	TASK 4 FFP BUILDING 2062/FORMER BUILDING 2063, FORT WAINWRIGHT, ALASKA. SAMPLE AND ANALYZE GROUNDWATER FOR DIESEL RANGE ORGANICS (DRO), GASOLINE RANGE ORGANICS (GRO), AND BENZENE, TOLUENE, ETHLYBENZENE, XYLENES (BTEX) FROM WELLS AP7222, AP7214, AP7210, AP7220, AP8268, AP8269, AP8270, AP8271, AND AP8772. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AE	TASK 5 FFP MOBILIZATION AND DEMOBILIZATION FOR SAMPLING EVENTS FOR GROUNDWATER SAMPLING PROGRAM AT FORT WAINWRIGHT, ALASKA. SEE SCOPE OF WORK FOR ADDITIONAL. (NOTE: TRAVEL IS SET UP AS A REIMBURSABLE LINE ITEM NOT TO BE INCLUDED IN THIS CLIN). PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AF	TASK 6 FFP MEETINGS FOR GROUNDWATER SAMPLING PROGRAM. CONTRACTOR SHALL ATTEND A TOTAL OF TWO MEETINGS AT THE PUBLIC WORKS ENVIRONMENTAL OFFICES AT FORTS RICHARDSON AND WAINWRIGHT, ALASKA. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. (NOTE: TRAVEL IS A REIMBURSABLE LINE ITEM NOT TO BE INCLUDED IN THIS CLIN.) PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AG	TASK 7 FFP REPORTING FOR GROUNDWATER SAMPLING PROGRAM AT FORT WAINWRIGHT, ALASKA. CONTRACTOR SHALL PREPARE A SAMPLING AND ANALYSIS PLAN (SAP) TECHNICAL MEMORANDUM PRIOR TO BEGINNING FIELD WORK. CONTRACTOR SHALL ALSO PREPARE A REPORT SUMMARIZING THE WORK COMPLETED AND ANY RECOMMENDATIONS REGARDING MONITORING THE SITE(S). SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AH	TASK 8 FFP FORT WAINWRIGHT LANDFILL (OPERABLE UNIT 4) GROUNDWATER MONITORING DRAFT AND FINAL WORK PLAN, FINAL QUALITY ASSURANCE PROJECT PLAN AND FINAL SITE SAFETY AND HEALTH PLAN. THE CONTRACTOR SHALL REVIEW AND UPDATE, IF NECESSARY THE EXISTING WORK PLAN. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AJ	TASK 9 FFP LANDFILL GROUNDWATER SAMPLING FOR SPRING AND FALL OF 2004 FOR GROUNDWATER SAMPLING PROGRAM. THE CONTRACTOR SHALL SAMPLE AND ANALYZE GROUNDWATER FOR EPA METHODS 8260B, 8270C, 6000, AND 7000 FROM WELLS AP5588, AP5589, AP7132, AP6136, AP8061, AP6138A, AP8062, AP8063, DH6534, AND FW-LF-4. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AK	TASK 10 FFP COAL STORAGE YARD DRAFT AND FINAL WORK PLAN, QUALITY ASSURANCE PROJECT PLAN AND SITE SAFETY AND HEALTH PLAN FOR GROUNDWATER SAMPLING PROGRAM. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AL	TASK 11 FFP COAL STORAGE YARD GROUNDWATER SAMPLING FOR FALL 2004 FOR GROUNDWATER SAMPLING PROGRAM USING EPA METHOD 8260 FOR MONITORING BENSENE, TOLUENE, AND TCE FROM WELLS AP6407, 6408, AP7334, AND AP7335, LOCATED NEAR BUILDING 3565. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AM	TASK 12 FFP MOBILIZATION AND SAMPLING REQUIREMENTS FOR GROUNDWATER SAMPLING PROGRAM FOR TASKS 8 THROUGH 11. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AN	TASK 13 FFP COMMENT REVIEW CONFERENCE FOR GROUNDWATER SAMPLING PROGRAM REGARDING TASKS 8 AND 10. MEETING WILL BE HELD AT FORT WAINWRIGHT, ALASKA. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AP	TASK 14 FFP REPORTING FOR GROUNDWATER SAMPLING PROGRAM. THE CONTRACTOR SHALL PREPARE A REPORT SUMMARIZING THE WORK COMPLETED AND ANY RECOMMENDATIONS REGARDING MONITORING OF THE SITE(S). SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AQ	TASK 15 FFP MEETINGS FOR GROUNDWATER SAMPLING PROGRAM FOR TASKS 8 THROUGH 14. THE CONTRACTOR SHALL ATTEND A TOTAL OF FOUR MEETINGS AT THE PUBLIC WORKS ENVIRONMENTAL OFFICES. TWO MEETINGS WILL BE HELD AT FORT RICHARDSON AND TWO MEETINGS HELD AT FORT WAINWRIGHT, ALASKA. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AR	TASK 16 FFP PROJECT MANAGEMENT FOR GROUNDWATER SAMPLING PROGRAM. THE CONTRACTOR SHALL PROVIDE PROJECT MANAGEMENT TO SUPPORT EACH TASK AS DESCRIBED IN TASKS 1 THROUGH 15. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AS	TRAVEL COSTS FFP WHEN INVOICING FOR TRAVEL SUBMIT COPIES OF ALL COSTS ASSOCIATED WITH TRAVEL FOR GROUNDWATER SAMPLING PROGRAM. (THIS IS A REIMBURSABLE, NOT TO EXCEED LINE ITEM OF \$8788.00). (SEE CONTRACT CLAUSE ENTITLED REIMBURSABLE LINE ITEMS). THE GOVERNMENT WILL ENTER NTE: \$8788.00 IN THIS CLIN. *NOTE: DO NOT ADD ANY COSTS UNDER THIS CLIN. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035		Lot		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002 OPTION	OPTION TASKS FFP OPTION TASKS MAY BE AWARDED IN THE BASE OR OPTION YEAR OF THE CONTRACT AT THE DESCRETION OF THE GOVERNMENT. ANY TASK AWARDED MUST BE COMPLETED WITHIN THE PERIOD OF PERFORMANCE. NO EXTENSIONS WILL BE GIVEN REGARDING THESE TASKS. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035				

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AA OPTION	OPTION TASK 1 FFP SURVEYING OF EXISTING WELLS ON FORT WAINWRIGHT FOR GROUNDWATER SAMPLING PROGRAM. THE CONTRACTOR SHALL LOCATE FIFTEEN WELLS IDENTIFIED BY THE CONTRACTING OFFICER REPRESENTATIVE (COR). SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AB OPTION	OPTION TASK 2 FFP INSTALLATION OF TWO NEW MONITORING WELLS AT THE FORT WAINWRIGHT LANDFILL FOR GROUNDWATER SAMPLING PROGRAM. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AC OPTION	OPTION TASK 3 FFP WELL INSTALLATION AND SURVEYING. THE CONTRACTOR SHALL INSTALL AND SURVEY FIVE GROUNDWATER MONITORING WELLS AT FORT WAINWRIGHT, ALASKA. THE LOCATION OF NEW WELLS WILL BE IDENTIFIED BY THE COR. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003 OPTION	FIRST OPTION YEAR FFP OPTION YEAR PERIOD OF PERFORMANCE IS FROM 1 FEBRUARY 2005 TO 31 JANUARY 2006. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035				

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AA	TASK 1 FFP CONTRACTOR SHALL CONDUCT A REPEAT OF ALL WORK UNDER BASE TASK 1 DURING FALL OF 2005. FORMER BUILDING 3564, FORT WAINWRIGHT, ALASKA. SAMPLE AND ANALYZE GROUNDWATER FOR DIESEL RANGE ORGANICS (DRO), RESIDUAL RANGE ORGANICS (RRO), GASOLINE RANGE ORGANICS (GRO), AND BENZENE, TOLUENE, ETHLYBENZENE, XYLENES (BTEX) FROM WELLS AP7178, AP7180, AP6729, AP7187, AP7189, AP7191, AND AP7183. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AB	TASK 2 FFP CONTRACTOR SHALL CONDUCT A REPEAT OF ALL WORK UNDER BASE TASK 2 DURING THE FALL OF 2005. NORTH POST SAMPLING, FORT WAINWRIGHT, ALASKA. ANALYZE GROUNDWATER FOR DIESEL RANGE ORGANICS (DRO), RESIDUAL RANGE ORGANICS (RRO), GASOLINE RANGE ORGANICS (GRO), POLYNUCLEAR AROMATIC HYDROCARBONS (PAHs), AND BENZENE, TOLUENE, ETHLYBENZENE, XYLENES (BTEX) FROM WELLS AP6819, MP2C, MP3C, AP7095, AP8780, AP8781, AND AP8782. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AC	TASK 3 - RESERVED FFP SITE IS CLOSED AFTER BASE YEAR. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035				

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AD	TASK 4 FFP CONTRACTOR SHALL CONDUCT A REPEAT OF ALL WORK UNDER BASE TASK 4 DURING THE FALL OF 2005. BUILDING 2062/FORMER BUILDING 2063, FORT WAINWRIGHT, ALASKA. SAMPLE AND ANALYZE GROUNDWATER FOR DIESEL RANGE ORGANICS (DRO), GASOLINE RANGE ORGANICS (GRO), AND BENZENE, TOLUENE, ETHYLBENZENE, XYLENES (BTEX) FROM WELLS AP7222, AP7214, AP7210, AP7220, AP8268, AP8269, AP8270, AP8271, AND AP8772. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AE	TASK 5 FFP CONTRACTOR SHALL CONDUCT A REPEAT OF ALL WORK UNDER BASE TASK 5 DURING THE FALL OF 2005, EXCEPT AS FOLLOWS: MOBILIZATION, SAMPLING AND OTHER TASKS WILL ONLY BE FOR OPTION TASKS, 1, 2, 4, 5, AND 8. TASKS SHALL INCLUDE MOBILIZATION OF PERSONNEL, AND EQUIPMENT, AND TRAVEL AND PER DIEM FROM ANCHORAGE TO FAIRBANKS, IF NECESSARY, FOR FIELD PERSONNEL ANDY ANY SUBCONTRACTORS IF REQUIRED; HOWEVER, SAMPLING SHALL BE CONDUCTED WITHIN A NO MORE THAN TWO DAY TIME FRAME INCLUDING TRAVEL. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AF	TASK 6 FFP CONTRACTOR SHALL CONDUCT A REPEAT OF ALL WORK UNDER BASE TASK 6 DURING THE FALL OF 2005. MEETINGS FOR GROUNDWATER SAMPLING PROGRAM. CONTRACTOR SHALL ATTEND A TOTAL OF TWO MEETINGS AT THE PUBLIC WORKS ENVIRONMENTAL OFFICES. ONE MEETING AT FORT RICHARDSON AND ONE AT FORT WAINWRIGHT, ALASKA. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. (NOTE: TRAVEL IS A REIMBURSABLE LINE ITEM NOT TO BE INCLUDED IN THIS CLIN.) PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AG	TASK 7 FFP CONTRACTOR SHALL CONDUCT A REPEAT OF ALL WORK UNDER BASE TASK 7, EXCEPT AS FOLLOWS: ONLY THE REPORT SUMMARIZING WORK COMPLETE WILL BE REQUIRED; NO NEW SAP WILL BE REQUIRED. REPORTING FOR GROUNDWATER SAMPLING PROGRAM AT FORT WAINWRIGHT, ALASKA. CONTRACTOR SHALL PREPARE A REPORT SUMMARIZING THE WORK COMPLETED AND ANY RECOMMENDATIONS REGARDING MONITORING THE SITE(S). SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AH	TASK 8 FFP CONTRACTOR SHALL CONDUCT A REPEAT OF ALL WORK UNDER BASE TASK 8, EXCEPT AS FOLLOWS: PRIOR YEAR WORK PLAN SHALL BE REVISED TO MAKE ANY CHANGES REQUIRED BY THE COR. THE QUALITY ASSURANCE PROJECT PLAN (QAPP) AND SITE SAFETY AND HEALTH PLAN (SSHP) WILL NOT BE REQUIRED TO BE REVISED IN THE OPTION YEAR OF THE FORT WAINWRIGHT LANDFILL (OPERABLE UNIT 4) GROUNDWATER MONITORING DRAFT AND FINAL WORK PLAN. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AJ	TASK 9 FFP CONTRACTOR SHALL CONDUCT A REPEAT OF ALL WORK UNDER BASE TASK 9 DURING SPRING AND FALL 2005. LANDFILL GROUNDWATER SAMPLING FOR SPRING AND FALL OF 2005/2006 FOR GROUNDWATER SAMPLING PROGRAM. THE CONTRACTOR SHALL SAMPLE AND ANALYZE GROUNDWATER FOR EPA METHODS 8260B, 8270C, 6000, AND 7000 FROM WELLS AP5588, AP5589, AP7132, AP6136, AP8061, AP6138A, AP8062, AP8063, DH6534, AND FW-LF-4. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AK	TASK 10 FFP CONTRACTOR SHALL CONDUCT A REPEAT OF ALL WORK UNDER BASE TASK 10 EXCEPT AS FOLLOWS: PRIOR YEAR WORK PLAN SHALL BE REVISED TO MAKE ANY CHANGES REQUIRED BY THE COR. THE QAPP AND SHSP WILL NOT BE REQUIRED TO BE REVISED IN THE OPTION YEAR. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AL	TASK 11 FFP CONTRACTOR SHALL CONDUCT A REPEAT OF ALL WORK UNDER BASE TASK 11 DURING THE FALL OF 2005. COAL STORAGE YARD GROUNDWATER SAMPLING FOR FALL 2005/2006 FOR GROUNDWATER SAMPLING PROGRAM USING EPA METHOD 8260 FOR MONITORING BENSENE, TOLUENE, AND TCE FROM WELLS AP6407, 6408, AP7334, AND AP7335, LOCATED NEAR BUILDING 3565. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AM	TASK 12 FFP CONTRACTOR SHALL CONDUCT A REPEAT OF ALL WORK UNDER BASE TASK 12 DURING THE SPRING AND FALL OF 2005. MOBILIZATION AND SAMPLING REQUIREMENTS FOR GROUNDWATER SAMPLING PROGRAM FOR TASKS 8 THROUGH 11. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AN	TASK 13 FFP CONTRACTOR SHALL CONDUCT A REPEAT OF ALL WORK UNDER BASE TASK 13 DURING OPTION YEAR PERIOD. COMMENT REVIEW CONFERENCE FOR GROUNDWATER SAMPLING PROGRAM. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AP	TASK 14 FFP CONTRACTOR SHALL CONDUCT A REPEAT OF ALL WORK UNDER BASE TASK 14 DURING THE OPTION YEAR PERIOD. REPORTING FOR GROUNDWATER SAMPLING PROGRAM. THE CONTRACTOR SHALL PREPARE A REPORT SUMMARIZING THE WORK COMPLETED AND ANY RECOMMENDATIONS REGARDING MONITORING OF THE SITE(S). SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AQ	TASK 15 FFP CONTRACTOR SHALL CONDUCT A REPEAT OF ALL WORK UNDER BASE TASK 15 DURING THE OPTION YEAR PERIOD, EXCEPT ONLY TWO MEETINGS SHALL BE REQUIRED. MEETINGS FOR GROUNDWATER SAMPLING PROGRAM FOR TASKS 8 THROUGH 14. THE MEETINGS WILL BE AT THE PUBLIC WORKS ENVIRONMENTAL OFFICES. ONE MEETING WILL BE HELD AT FORT RICHARDSON AND ONE MEETING AT FORT WAINWRIGHT, ALASKA. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AR	TASK 16 FFP CONTRACTOR SHALL CONDUCT A REPEAT OF ALL WORK UNDER BASE TASK 16 DURING THE OPTION YEAR PERIOD FOR PROJECT MANAGEMENT IN THE GROUNDWATER SAMPLING PROGRAM. THE CONTRACTOR SHALL PROVIDE PROJECT MANAGEMENT TO SUPPORT EACH TASK AS DESCRIBED IN TASKS 1 THROUGH 15. SEE SCOPE OF WORK FOR ADDITIONAL INFORMATION. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Job		

ESTIMATED
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AS	TRAVEL COSTS FFP WHEN INVOICING FOR TRAVEL SUBMIT COPIES OF ALL COSTS ASSOCIATED WITH TRAVEL FOR GROUNDWATER SAMPLING PROGRAM. (THIS IS A REIMBURSABLE, NOT TO EXCEED LINE ITEM OF \$8788.00). (SEE CONTRACT CLAUSE ENTITLED REIMBURSABLE LINE ITEMS). THE GOVERNMENT WILL ENTER NTE: \$8788.00 IN THIS CLIN. *NOTE: DO NOT ADD ANY COSTS UNDER THIS CLIN. PURCHASE REQUEST NUMBER: WC1XR7 3290-N035	1	Lot		

NET AMT

FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.223-4	Recovered Material Certification	OCT 1997
52.233-3	Protest After Award	AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2003)

(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.

(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 selection of an Offeror for award of a contract under this solicitation will be based on a best value offer considering the following three factors in descending order of importance: Technical Capability, Past Performance, and Price. Technical Capability is slightly more important than Past Performance, Past Performance is more important than price. Technical Capability and Past Performance, when combined, are significantly more important than Price. 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.

The following factors shall be used to evaluate offers:

1. Technical Capability. 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 to achieve a quality service. 1) The technical proposal shall demonstrate that the offeror has an effective quality control system including in-process inspection techniques to attain the level of performance required by the solicitation. Statements that the offeror understands, can comply with all specifications, statements paraphrasing the specifications or parts thereof, and phrases such as "standard procedures will be used" or any other applicable information will not be acceptable. 2) The technical proposal shall include resumes and qualifications of members as referenced in the Scope of Work. 3) The technical proposal shall also include information regarding any Notices of Violations (See Scope of Work). The Offeror shall address any state or Federal Regulatory Agency "Notices of Violation" or "Letter of Deficiency," within the last three (3) years, and if the offeror has successfully cured the cause of such violation or deficiency. An offeror's failure to provide information concerning "Notices of Violation" or "Letter of Deficiency," with proposal submission will render the offer unacceptable, and it will no longer be considered for award. No pricing information shall be included in the technical proposal.

2. Past Performance. A list of contracts, documenting offerors experience in performance of Government or other contracts for similar services of the variety and magnitude set forth in this solicitation, shall be submitted with proposal. 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 contact, and any other applicable information. See FAR 15.304, FAR 52.212-2 (a), and the attached sample of the Past Performance Questionnaire that will be used to collect this information.

NOTE: OFFERORS SHOULD PROVIDE A COPY OF THE PAST PERFORMANCE QUESTIONNAIRE TO THE FIRMS TO WHICH YOU ARE PROVIDING AS REFERENCES AND HAVE THEM FAX A COPY OF THEIR COMPLETED QUESTIONNAIRE TO THE CONTRACTING OFFICER AT (907) 384-7112 OR 7118, NO LATER THAN 22 JANUARY 2004. THIS MUST BE FOLLOWED BY A HARD COPY TO REACH THE CONTRACTING OFFICER NO LATER THAN 31 JANUARY 2004.

3. Price. Prices 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 required by the Contracting Officer.

(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. See FAR 52.212-1 (a) (g) and (a) (k).

(End of clause)

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

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer \$1 million or less

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

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

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

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

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

Over 1,000 Over \$17 million

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

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

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

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

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

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

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

(ii) It () is, () is not 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--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

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

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

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

Canadian End Products:

Line Item No.

(List as necessary)

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

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

Canadian or Israeli End Products:

Line Item No.

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 NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

(i) Certification Regarding 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)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

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

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

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

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

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors 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.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance

hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 2 years and six months.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 31 September 2004 . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 31 September 2004, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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 (OCT 2003)

(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 (AUG 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 (APR 2003) (Alternate I) (APR 2003) (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) (Alternate III) (MAY 2002) (10 U.S.C. 2631).

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

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

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (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 002 PERIOD OF PERFORMANCE (Local Clause)

The basic period of performance of any contract resulting from this solicitation is anticipated to be from 1 February 2004 or date of contract award after 1 February 2004 through 31 January 2005, and, if exercised, the subsequent option year from 1 February 2005 through 31 January 2006.

(End of Clause)

RCO-AK 004 HOLIDAYS (Local Clause)

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

New Year's Day (1 January of every year)
Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)
Good Friday (Friday Preceding Easter Sunday)
Memorial Day (4th Monday in May)
Independence Day (4th of July each year)
Labor Day (1st Monday in September)
Columbus Day (2nd Monday in October)
Veteran's Day (11th of November each year)
Thanksgiving (4th Thursday in November)
Christmas (25th of December each year)

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

(End of clause)

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

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

(End of clause)

RCO-AK 006 POST TRAFFIC REGULATION (Local Clause)

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

(End of clause)

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

Department of Labor Wage Determination No. 1994-2017, Revision 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 025 BASIS OF AWARD (Local Provision)

(a) Subject to the terms and conditions contained herein, award(s) will be made to the offeror/offers based on the evaluation factors as described in FAR Clause 52.212-2, entitled, "Evaluation-Commercial Items". No proposal will be accepted that does not contain complete coverage of work specified.

(b) The Government will evaluate each proposal strictly in accordance with the content and will not assume that performance will include areas not specified in the offerors proposal.

(c) A competitive range, including all proposals determined by the evaluation factors to have a reasonable chance of being selected for award, will be established. Those offerors whose proposals are not within the competitive range will be notified that their proposals are not acceptable, that negotiations with them are not contemplated, and that any revision of their proposal will not be considered.

(d) Discussion or negotiation may be conducted with all offerors in the competitive range in accordance with FAR 15.306. The "Final Proposal Revisions" will be evaluated against the same criteria, as were the initial offers.

(e) The proposal that represents the best overall value to the Government based on evaluation of technical, past performance, and price factors will be selected.

(f) The Government reserves the right to award this contract on the basis of initial proposal without any negotiations.

(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)