

Section A - Solicitation/Contract Form

CONTRACT INFO

CONTRACT TITLE: Traditional Cultural Properties Associated with the Palus Member (Colville Palus) of the Confederated Tribes of the Colville Reservation

CONTRACT TYPE: This will be an firm-fixed price services contract

CONTRACT DURATION: This contract will begin on date of award and the contractor's final report is due to the Walla Walla District by 19 May 2007.

BUSINESS HOURS. The standard business hours for the Walla Walla District, Corps of Engineers are Monday through Friday from 8:00 a.m. to 4:00 p.m., excluding federal holidays.

AMENDED PRICE SCHEDULE PAGES. If any of the amendments furnished amended the price schedule pages, **THE AMENDED PRICE SCHEDULE PAGES MUST BE USED** in submitting your quotation.

MISTAKE IN QUOTATION. Have your reviewed your quotation for possible errors in calculation or omitted work?

CENTRAL CONTRACTOR REGISTRATION. Your attention is drawn to FAR clause 52.204-7, Central Contractor Registration and DFARS clause 252.204-7004 Alt. A, Required Central Contractor Registration, in Section I. **LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFEROR INELIGIBLE FOR AWARD.** Information on how to register and the time required is detailed in the clause. The CCR Helpline may be reached at 1-888-227-2423.

NOTES:

-THIS ORDER SHALL BE PRICED FOB DESTINATION. PRICING FOR LINE ITEM SHALL INCLUDE ALL SHIPPING CHARGES TO DESTINATION.

-PRICES QUOTED MUST BE VALID FOR 30 DAYS.

-TO ENSURE RECEIPT OF YOUR QUOTE, SUBMIT VIA FAX TO JENNIFER AT 509-527-7802

-TAX ID# _____

-DUNS # _____

-CAGE CODE # _____

-VISIT www.nww.usace.army.mil ORGANIZATION PAGE, CONTRACTING, FOR A LISTING OF ADVERTISED SOLICITATIONS (DIRECT LINK;

<http://www.nww.usace.army.mil/ebs/AdvertisedSolicitations.asp>

Section B - Supplies or Services and Prices

PRICE SCHEDULE

LINE ITEM	TASK	DESCRIPTION	UNIT PRICE
0001	A	Define TCP types and subtypes based on themes and categories identified in the <i>Palus Territory</i> (Hart 2003) document	
0001AA	A.1	Define and describe TCP Types and subtypes	\$ _____
0001AB	A.2	Synthesize information about the defined TCP types and subtypes	\$ _____
0001AC	A.3	Submit draft TCP document	\$ _____
0001AD	A.4	Finalize TCP document	\$ _____
0001AE	A.5	Submit final TCP document	\$ _____
		Task "A" Total:	\$ _____

0002	B	Map TCP Locations -- OPTION	
0002AA	B.1	Identify TCP type and subtype locations	\$ _____
0002AB	B.2	Identify TCP locations	\$ _____
0002AC	B.3	Synthesize TCP location information	\$ _____
0002AD	B.4	Submit draft TCP map information	\$ _____
0002AE	B.5	Finalize TCP maps	\$ _____
0002AF	B.6	Submit final TCP location maps	\$ _____
		Task "B" Total:	\$ _____

0003	C	Complete <i>Naitonal Register of Historic Places</i> Registration Form (NPS 10-900) for identified TCPs.	
0003AA	C.1	Record/document TCP on NPS Form 10-900	\$ _____
0003AB	C.2	Submit Draft TCP Forms	\$ _____
0003AC	C.3	Finalize TCP Forms	\$ _____
0003AD	C.4	Submit Final TCP Forms	\$ _____
		Task "C" Total:	\$ _____

0004	D	Report	
0004AA	D.1	Prepare Final Report	\$ _____
0004AB	D.2	Submit Draft Report	\$ _____
0004AC	D.3	Finalize Draft Report	\$ _____
0004AD	D.4	Submit Final Report	\$ _____
		Task "D" Total:	\$ _____

Section C - Descriptions and Specifications

SCOPE OF WORK

*Identification of
Traditional Cultural Properties Associated with the
Palus Members of the Confederated Tribes of the Colville Reservation*

I. BACKGROUND AND PURPOSE. The US Army Corps of Engineers-Walla Walla District (Corps), Bonneville Power Association (BPA), Indian Tribes, State Historic Preservation Offices, and other interested parties have entered into a cooperative relationship (i.e. Federal Columbia River Power System [FCRPS] cooperating group). The purpose of the FCRPS cooperating group is to assist the Corps and BPA in meeting their compliance requirements under Section 106 of the National Historic Preservation Act for the McNary, Ice Harbor, Lower Monumental, Little Goose, Lower Granite and Dworshak Reservoirs. Compliance requirements include cultural resources site survey and identification, evaluation, protection, collections curation, and development of public awareness programs (National Historic Preservation Act of 1966, as amended).

The purpose of this statement of work is fourfold; 1) to define traditional cultural property (TCP) types associated with the Palus members of the Confederated Tribes of the Colville Reservation (Colville Palus) as defined in the *Palus Territory* (Hart 2003) document for Corps-managed lands in the Walla Walla District, 2) to identify, map and record specific TCPs located on Corps lands that are associated with the Colville Palus, 3) to complete National Register of Historic Places registration forms for specific TCPs, and 4) to create a final report. Information about the Colville Palus that is confidential, sensitive and sacred knowledge is not requested as part of this scope of work. If this information is for some reason needed to evaluate identified TCPs, it can be provided at a future date, as necessary.

II. STUDY AREA. The study area includes the federal land managed by the Corps in the McNary, Ice Harbor, Lower Monumental, Little Goose, Lower Granite, and Dworshak Reservoirs (Figure 1).



Figure 1. The McNary, Ice Harbor, Lower Monumental, Little Goose, Lower Granite and Dworshak Reservoirs included in the Study Area are shown in this image.

III. TCP DEFINITION.

”Those beliefs, customs, and practices of a living community of people that have been passed down through the generations, usually orally or through practice; and

- are rooted in that community’s history; and
- are important in maintaining the continuing cultural identity of the community.”¹

This definition will be adhered to for the duration of the contract.

IV. STATEMENT OF CONTRACTOR SERVICES. The Contractor shall furnish all services, labor, materials and equipment needed to define expected TCP types/sub-types associated with the *Palus Territory* (Hart 2003) document, and identify, map and record specific TCPs for the Colville Palus within the defined Study Area (i.e. Section II).

The definition of TCP types/subtypes that are associated with the *Palus Territory* (Hart 2003) document and identification of specific Colville Palus TCPs shall adhere at minimum, to the following Federal standards and guidelines:

A. PROPERTY TYPE GUIDELINES.

National Register Bulletin No. 15 How To Apply The National Register Criteria For Evaluation (See Understanding Historic Contexts and Guidelines for Selecting Property Types).

National Register Bulletin No. 16B How to Complete the National Register Multiple Property Documentation Form (See Statement of Historic Contexts and Historic Contexts Related to Historic or Prehistoric Trends and Patterns and Historic Contexts Related To An Individual or Group of Individuals).

B. TCP DOCUMENTATION GUIDELINES. Use the NPS 10-900 form and the guidelines below to record/document TCPs (including maps):

Archaeology and Historic Preservation: Secretary of the Interior’s Standards and Guidelines [As Amended and Annotated] (See Define Property Types and National Register Criteria For Evaluation).

National Register of Historic Places Registration Form (NPS 10-900).

National Register Bulletin No. 16A How To Complete The National Registration Form (See Additional Information Maps).

National Register Bulletin No. 16B How To Complete the National Register Multiple Property Documentation Form (See Documenting Traditional Cultural Properties: Completing Registration Forms).

National Register Bulletin No. 29 Guidelines for Restricting Information About Historic and Prehistoric Resources.

V. TASKS. The Contractor shall complete the following tasks in sequential order. Each task, starting with A, shall be final and accepted in writing by the Contracting Officer (CO) before the next task in this scope of work is initiated.

TASK A. DEFINE TCP TYPES/SUBTYPES BASED ON THEMES AND CATEGORIES IDENTIFIED IN THE PALUS TERRITORY (HART 2003) DOCUMENT (I.E. TASK A). Task B will not start until Task A deliverables have been received and accepted in writing by the CO.

¹ *National Register Bulletin No. 38 Guidelines for Evaluating and Documenting Traditional Cultural Properties.*

TASK A.1. DEFINE AND DESCRIBE SPECIFIC TCP TYPES/SUBTYPES. Use the *Palus Territory* (Hart 2003) document and the themes and categories identified in *Palus Territory* document to identify specific TCP types/subtypes. Properties that share physical or associative characteristics shall be grouped together. Follow *Archeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines* [as amended and annotated], National Register Bulletins, and other guidance as appropriate (see Section IV above). Develop text to describe the methods and processes utilized to define TCP types/subtypes.

TASK A.2. SYNTHESIZE INFORMATION ABOUT THE DEFINED TCP TYPES/SUBTYPES. Develop a spreadsheet to display the identified TCP types/subtypes generated from themes and categories found in the *Palus Territory* document. Follow, at a minimum, the guidelines listed in Section IV (Statement of Contractor Services).

TASK A.3. SUBMIT DRAFT TCP DOCUMENT. The Contractor shall submit a copy of the draft TCP types/subtypes spreadsheet and associated text to the CO by 24 November 2004. The Government shall review the document and provide written comments to the Contractor by 9 January 2005. The Government reserves the right to have the document reviewed by qualified individuals outside the Corps and to include their comments as part of the Government's.

TASK A.4. FINALIZE TCP DOCUMENT. The Contractor shall finalize the TCP document incorporating the Government's submitted written comments.

TASK A.5 SUBMIT FINAL TCP DOCUMENT. The Contractor shall submit two (2) copies of the final document (i.e. TCP types/subtypes spreadsheet and associated text) and one (1) camera-ready copy by 15 December 2005. Two (2) separate original compact discs (neither a copy of the other) containing an electronic copy of the final TCP types/subtypes spreadsheet and associated text will also be submitted in Microsoft Word format.

TASK A. TCP TYPES/SUBTYPES SCHEDULE AND DELIVERABLES:

Draft TCP document due at Walla Walla District	24 November 2004
Government review and written comments due to Contractor	9 January 2005
Final TCP document due at Walla Walla District	14 February 2005
CO written acceptance due to Contractor	17 March 2005

TASK B. MAP TCP LOCATIONS. This task will not start until the CO accepts Task A deliverables in writing. Specific and/or sensitive information about Colville Palus traditional beliefs, traditional cultural rules of practice and religious practitioners, economic, artistic or other cultural practices shall not be included in text or shown on maps.

TASK B.1. IDENTIFY TCP TYPE/SUBTYPE LOCATIONS. The following activities may occur to gather existing information and confirm geographic boundaries:

- a. Conduct no more than 80 hours of archival research and literature review to gather appropriate and available information.
- b. Conduct no more than 80 hours of field investigations to gather appropriate information about geographic boundaries.
- c. Conduct Elder tours. No more than a total of 480 hours and 18 overnight stays shall be allowed for this activity.
- d. Conduct no more than 40 hours on documenting and recording oral interviews with tribal elders. **NOTE:** Contractor shall select knowledgeable Elders to interview about the TCPs relevant to places and events on Corps-owned land in the Study Area (i.e. Section II).

e. Document and record each interview on a standardized interview form. The Contractor shall submit the interview form proposed for use under this task to the CO. The CO shall review the form and submit any comments in writing to the Contractor. The Contractor shall incorporate appropriate changes and return the finalized interview form to the CO. The final interview form shall be accepted in writing by the CO prior to use. Interviews shall be documented with written notes taken by the interviewer and/or an assistant. Videos may be taken during the interview session at the discretion of the interviewee. The information recorded on the interview form about each interview shall include but not be limited to:

- Date of Interview
- Name of Interviewer (may be coded to protect privacy)
- Name of Interviewee (may be coded to protect privacy)
- Start Time
- Stop Time
- Location of Interview
- Topic or Subject Discussed
- Specific Facts (i.e., history, group activities, and/or TCPs related to the Colville Palus)

NOTE: The contract may be modified to include additional hours for archival research, field investigations and informant interviews based on demonstrated need. The schedule and cost associated with this additional activity shall be negotiated separately. The Contractor shall include the information recorded on interview forms generated in the final report.

TASK B.2. IDENTIFY TCP LOCATIONS. Identify the physical locations associated with the identified TCP types/subtypes. Develop text that indicates how the locations are connected through time to the history of the Colville Palus community and how they are important in maintaining the continuing cultural identity of the present Colville Palus community (e.g. locations of traditional economic, religious, artistic or other cultural practices). Mapped TCP locations must be associated with cultural practices or beliefs of the living Colville Palus community that (a) are rooted in the Colville Palus community's history, and (b) are important in maintaining the continuing cultural identity of the Colville Palus community. Location boundaries shall be displayed on USGS topographic quadrangles (7.5 Minute) for Corps-owned land only and shall be keyed to reflect information in associated text.

TASK B.3. SYNTHESIZE TCP LOCATION INFORMATION. Place the boundaries of identified TCPs on USGS topographic maps (7.5 Minute) and develop associated text to describe TCP connections to the themes and categories identified in the *Palus Territory* document. Follow, at a minimum, the guidelines listed in Section IV (Statement of Contractor Services).

TASK B.4. SUBMIT DRAFT TCP MAP INFORMATION. The Contractor shall submit one (1) copy of draft TCP maps and associated text to the CO by 31 August 2005. The Government shall review the document and provide written comments to the Contractor by 16 October 2005. The Government reserves the right to have the document reviewed by qualified individuals outside the Corps and to include their comments as part of the Government's.

TASK B.5. FINALIZE TCP MAPS. The Contractor shall finalize TCP maps and accompanying text incorporating submitted written Government comments.

TASK B.6. SUBMIT FINAL TCP LOCATION MAPS. The Contractor shall submit two (2) copies of the final document and one (1) camera-ready copy to the CO by 15 December 2005. Two (2) separate original compact discs (neither a copy of the other) containing an electronic copy of the final TCP maps and accompanying text will also be submitted in Microsoft Word format.

TASK B. TCP MAPS SCHEDULE AND DELIVERABLES:

Draft TCP location maps and associated text due at Walla Walla District	31 August 2005
Government review and written comments due to Contractor	16 October 2005
Final TCP maps and associated text due at Walla Walla District	15 December 2005
CO written acceptance due to Contractor	16 January 2006

TASK C. COMPLETE NATIONAL REGISTER OF HISTORIC PLACES REGISTRATION FORM (NPS 10-900) FOR IDENTIFIED TCPS. This task will not start until the CO accepts Task B deliverables in writing.

TASK C.1. RECORD/DOCUMENT TCPS ON NPS FORM 10-900. The completion of each NPS 10-900 form for identified TCPS shall follow the guidelines provided in Section IV (Statement of Contractor Services). All fields on the form shall contain appropriate information, symbols or text.

The Contractor shall include the following information elements (Sebastian 1993) on the form or in text associated with the NPS 10-900 forms as part of Task c.1 activities:

a. PHYSICAL DESCRIPTION. The Contractor shall ensure that recorded/documented TCPS are tangible and have a fixed physical reference point/location.

b. TCP BOUNDARIES. The map location and boundaries shall only be completed for Corps-owned land. Boundaries shall be clearly mapped and information about how and why the boundaries were selected shall be defined. TCP boundaries that extend beyond federal land shall not be indicated on maps.

c. TCP REFERENCES. Develop a list or spreadsheet containing references that are associated with individual TCPS. The list shall contain information to connect individual TCPS with the appropriate reference.

d. TCP TIME DEPTH. Provide information that indicates the length of time each identified TCP has been in use by the Colville Palus community.

e. TCP SIGNIFICANCE. Provide demonstrated evidence that each identified TCP is important to the entire Colville Palus community and not just to some individuals or families.

f. TCP HISTORIC QUALITIES. Determine the significance of each identified TCP by applying the National Register of Historic Places evaluation criteria (i.e. 36 CFR Part 60.4). There must be a direct and necessary association between the National Register criteria and the physical location of the identified TCP.

TASK C.2. SUBMIT DRAFT TCP FORMS. The Contractor shall submit a copy of draft NPS 10-900 forms to the CO by 16 May 2006. The Government shall review the forms and provide written comments to the Contractor by 15 June 2006. The Government reserves the right to have the forms reviewed by qualified individuals outside the Corps and to include their comments as part of the Government's.

TASK C.3. FINALIZE TCP FORMS. The Contractor shall finalize TCP NPS 10-900 forms and associated text incorporating submitted written Government comments.

TASK C.4. SUBMIT FINAL TCP FORMS. The Contractor shall submit two (2) copies of the final TCP 10-900 forms and associated text and one (1) camera-ready copy to the CO by 16 July 2006. Two (2) separate original compact discs (neither a copy of the other) containing an electronic copy of the final TCP 10-900 forms and associated text will also be submitted in Microsoft Word format.

TASK C. NPS 10-900 FORMS SCHEDULE AND DELIVERABLES:

Draft NPS 10-900 forms and associated text due at Walla Walla District	16 May 2006
Governmental review and written comments due to Contractor	15 June 2006
Final NPS 10-900 forms and associated text due at Walla Walla District	16 July 2006
CO written acceptance due to Contractor	20 August 2006

TASK D. REPORT. The final report shall synthesize all information generated from Tasks A through C in this SOW. If contract modifications are made to increase, reduce or eliminate the tasks listed above, only information generated from task activities conducted during the life of the contract shall be contained in the final report.

TASK D.1. PREPARE FINAL REPORT. The report shall contain all information collected during completion of the identified SOW tasks (including any contract modifications to increase, reduce or eliminate tasks). The report shall be prepared in a format reflecting contemporary organizational and illustrative standards of current professional archaeological, anthropological, and historical journals (e.g. American Antiquity).

The final report shall, at minimum, reflect consistent adherence to the standards and guidelines for the identification of TCPs listed in this SOW and associated TCP types/subtypes for the Colville Palus. Report appendices and/or attachments shall include completed NPS 10-900 forms and maps for each identified TCP. TCPs shall be located only on federal land that is managed by the Corps.

The final report shall include but not be limited to a title page, executive summary, introduction, table of contents, methods, property types and subtypes, results, recommendations, bibliography and appendices. The title page shall note that the report was done in partial fulfillment of the Corps' contract (include the contract number). All forms shall be attached to the final report as appendices.

Text materials shall be typed on good quality bond paper, 8.5 inches by 11 inches with a 1.25-inch binding margin on the left side, .75 inch on the right side, 1 inch at the top, and 1 inch at the bottom. All pages, figures, and tables shall be consecutively numbered throughout the document and where applicable, shall have titles and appropriate explanatory notes.

EDITORIAL POLICY. The Contractor shall prepare a comprehensive report in both content and presentation. The Contractor shall establish a consistent editorial policy for the final report to promote conciseness, clarity, and precision in reporting. The Contractor shall use technical language only when needed to prevent conceptual confusion and shall use active phrasing whenever practical. The Contractor shall place extensive charts or tables in appendices if they do not contribute to the flow of presentation in the main body of the report. Submitted draft reports/documents will be in a form, that to the best estimate of the Contractor, requires only minor editorial attention before printing.

TASK D.2. SUBMIT DRAFT REPORT. The Contractor shall submit a copy of the draft report and appendices to the CO by February 29, 2007. The Government shall review the report and provide written comments by 14 April 2007. The Government reserves the right to have the report reviewed by qualified individuals outside the Corps and to include their comments as part of the Government's.

TASK D.3. FINALIZE DRAFT REPORT. The Contractor shall finalize the TCP report incorporating the Government's written comments.

TASK D.4. SUBMIT FINAL REPORT. The Contractor shall submit two (2) copies of the final report and one camera-ready copy to the CO by 19 May 2007. Two (2) separate original compact discs (neither a copy of the other) containing an electronic copy of the final report and appendices will also be submitted in Microsoft Word format.

TASK D. REPORT SCHEDULE AND DELIVERABLES:

Draft report due in Walla Walla District	29 February 2007
Governmental review and written comments due to Contractor	14 April 2007
Final report due to Walla Walla District	19 May 2007
CO written acceptance due to Contractor	18 June 2007

VI. TASK COMPLETION AND AWARD REQUIREMENTS.

The tasks in this scope of work shall take place in sequential stages. Each task deliverable, starting with A, shall be finalized and accepted in writing by the CO before the next task in this scope of work is initiated. The following conditions shall be met:

A. PROPOSAL FORMAT AND SUBMITTAL PACKAGE.

A.1. The Offeror **shall remit with the proposal submittal package** the necessary documentation to verify that **key personnel responsible for synthesizing information and preparing/writing the identified contract products meet the Professional Qualification Standards (i.e. Historian to define general TCP types/subtypes, complete NPS 10-900 forms and prepare the final report, Ethnographer/Folklorist to develop interview forms and complete interviews, Technical Expert for archival research and mapping activities).** The Professional Qualification Standards are found in the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (http://www.cr.nps.gov/local-law/arch_stnds_9.htm) and proposed qualifications for Folklorist may be found at <http://archive.epreservation.net/education/standards/employfederal.html#docfolk>.

The Offeror may subcontract with individuals who meet the Professional Qualification Standards to ensure this requirement is addressed. Resumes for all individuals performing tasks shall be included in the proposal package. **Contract award will be based on 1) these conditions being met and 2) written approval by the CO.**

A.2. The Offeror **shall remit an itemized project cost estimate** with the proposal package. This will include providing a cost estimate for each listed task and subtask as well a list of hourly rates for all positions to be used on each task. The cost estimate shall include detailed overhead rates for all positions.

B. CONDITIONS

B.1. PRE-WORK MEETINGS. The Contractor shall arrange a mutually agreeable date and time for a meeting or conference call to discuss the statement of work prior to the start of work on each of the four (4) identified Tasks. The intent of each meeting/call will be to clarify the nature and extent of work to be done under each contract task.

B.2. PROJECT MATERIALS. All generated project materials (e.g. notes, maps, photographs, slides, etc.) except for any videos taken or tapes made during interviews shall be the property of the United States. The Contractor shall properly label (i.e. identify) and box all such materials prior to their return to the Government. The Corps will arrange for the curation of the project information.

B.3. DISPOSITION OF VIDEO/TAPED MATERIALS AND INFORMATION. The History Department of the Confederated Tribes of the Colville Reservation shall maintain the right of possession of direct video, taped, or transcribed interviews with tribal elders. Other departments within the Confederated Tribes of the Colville Reservation may use the materials within the scope of their programs.

B.4. REQUESTS FOR CHANGES TO SCOPE OF WORK. The Contractor shall provide 'Consideration to the Government' in all instances where the Contractor requests changes to the Statement of Work (e.g. time extensions) that are not directly attributable to the Government.

B.5. INSPECTIONS. All work shall be subject to inspection by representatives of the Corps. Inspections will be done to track contractor progress, verify that identified tasks are being performed as stated, and identify any problems or issues impeding successful completion of the contract. If inspections indicate that the work is not being performed in accordance with applicable laws and regulations and the approved statement of work the contractor shall, at no additional cost to the Government, suspend work and immediately develop and undertake appropriate corrective actions approved by the Government.

B.6. COORDINATION. Close coordination shall be maintained between the Contractor and the Contracting Officer or representative(s) to insure that the Government's best interest is served.

B.7. MONTHLY PROGRESS REPORTS. The Contractor shall submit written monthly progress reports describing task accomplishments and problems (if any) by the 23rd day of each month.

B.8. MODIFICATION. Contingent upon funding and with clear identification of tasks in this scope of work, the Government may modify the scope of work to produce work products that cannot now be identified but would conceptually be amongst Tasks A, C and D.

VII. GOVERNMENT FURNISHED MATERIALS AND SERVICES. The Government will furnish the following:

- A. Available project maps, aerial photographs, site records, and pertinent documents. It will be the Contractor's responsibility to identify and request copies of needed information or to view needed information.
- B. Periodic field/laboratory inspections by and consultations with designated Corps staff.
- C. Review of the draft property types/subtype information, draft TCP location maps, draft NPS 10-900 forms and draft report.
- D. The CO will provide written acceptance of deliverable products.

VIII. PAYMENTS. The Contractor shall furnish invoices following submittal of each product and/or deliverable, in accordance with the payment schedule, to the Corps evidencing performance of work done under this contract. Payments shall be made based on the agreed schedule for deliverables. Invoices shall be submitted as follows:

- A. The original to:
USAED, Millington Finance Center
ATTN: CEFC-AO-P
5720 Integrity Drive
Millington, Tennessee 38504-5005
- B. One copy to the Contracting Officer or designated representative who shall review it for accuracy and then forward it to CEFC-AO-P. The Contractor shall be paid only for the work accepted and approved by the Contracting Officer as provided within the scope of this contract.
- C. Invoices shall include a statement identifying the extent and type of work performed for the period of time covered under the submitted invoice. If the invoice amount is not commensurate with the product received and the deliverables' schedule, it will be returned for revision before payment will be made.
- D. Payments will be made upon Government receipt of the products associated with this contract scope of work (e.g. draft TCP types/subtypes, final types/subtypes, etc.). The following payment schedule will be adhered to for the duration of the contract:
 - CO written acceptance of final TCP types/subtypes and associated text (Task B) – 20%
 - CO written acceptance of final maps showing TCP locations and associated text (Task C) – 30%
 - CO written acceptance of the final TCP NPS 10-900 forms and associated text (Task D) – 30%
 - CO written acceptance of the final report and appendices (Task E) – 20%

IX. REFERENCES.

Advisory Council on Historic Preservation and National Park Service

1988 *Identification of Historic Properties: a Decision making Guide for Managers*. Advisory Council on Historic Preservation. Washington D.C.

Hart, E. Richard

2003 *Palus Territory*. Confederated Tribes of the Colville Reservation. Nespelem, Washington.

National Park Service

1983 Archeology and Historic Preservation; Secretary of the Interior's Standards and Guidelines. 48 *Federal Register* 44716-42.

National Park Service

1991 *National Register Bulletin No. 16B. How to Complete the National Register Multiple Property Documentation Form*. U. S. Department of the Interior. National Park Service. Washington D. C.

National Park Service

2002 *National Register Bulletin No. 15. How to Apply the National Register Criteria for Evaluation (Amended and Revised for Internet)*. U. S. Department of the Interior. National Park Service. Washington D. C.

National Park Service

1997 *National Register Bulletin No. 16A. How to Complete the National Register Registration Form*. U. S. Department of the Interior. National Park Service. Washington D. C.

National Park Service

n.d. *National Register Bulletin No. 29. Guidelines For Restricting Information About Historic And Prehistoric Resources*. U. S. Department of the Interior. National Park Service. Washington D. C.

Parker, Patricia L. and Thomas F. King

1998 *National Register Bulletin No. 38. Guidelines for Evaluating and Documenting Traditional Cultural Properties* (Revised 1992 and 1998). U. S. Department of the Interior. National Park Service. Washington D. C.

Sebastian, Lynne

1993 Protecting Traditional Cultural Properties Through the National Register Process. *Cultural Resource Management* Vol. 16 SI.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001 - 0006	19-MAY-2007	ALL	PPPMD ENVIR COMP SEC-G4HCE0 201 NORTH 3RD AVENUE WALLA WALLA WA 99362-1876 FOB: Destination	G4H4CE0

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

52.000-3031 Invoices -- Services

The Contractor shall submit invoices as follows:

(a) The original to:

USAED, MILLINGTON FINANCE CENTER
ATTN: CEFC-AO-P
5722 INTEGRITY DRIVE
MILLINGTON, TN 38054-5005

(b) A copy with all supporting documentation to:

Point of Contact
Service/Department
U.S. Army Corps of Engineers
201 N. Third Ave.
Walla Walla, WA 99362

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) 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, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) 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.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible 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.

(g)(1)(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 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 of the FAR; 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 (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(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.

(2) 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 FAR 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.

(h) 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)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAY 2004)

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

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

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

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

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

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

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

(2) Listed below are additional clauses that apply:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

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

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

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

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

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

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

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

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

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

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

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

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

<http://www.acqnet.gov/index.html>

<http://www.acq.osd.mil/dp/dars/dfars.html>

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

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

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

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

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

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

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

(End of clause)

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) 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, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) 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.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible 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.

(g)(1)(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 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 of the FAR; 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 (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(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.

(2) 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 FAR 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.

(h) 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)

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (to include grants, cooperative agreements and task orders) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the

Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Security Office will process the investigation in coordination with the Contractor and contract employees.

The address for the Security Office is:

Dave Piper, Security Officer
Walla Walla District, COE
201 North Third Avenue
Walla Walla, WA 99362

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Wage Determination	7	18-JUL-2003

Section L - Instructions, Conditions and Notices to Bidders

PROPOSAL FORMAT**A. PROPOSAL FORMAT AND SUBMITTAL PACKAGE.**

A.1. The Offeror **shall remit with the proposal submittal package** the necessary documentation to verify that **key personnel responsible for synthesizing information and preparing/writing the identified contract products meet the Professional Qualification Standards (i.e. Historian to define general TCP types/subtypes, complete NPS 10-900 forms and prepare the final report, Ethnographer/Folklorist to develop interview forms and complete interviews, Technical Expert for archival research and mapping activities).** The Professional Qualification Standards are found in the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (http://www.cr.nps.gov/local-law/arch_stnds_9.htm) and proposed qualifications for Folklorist may be found at <http://archive.epreservation.net/education/standards/employfederal.html#docfolk>.

The Offeror may subcontract with individuals who meet the Professional Qualification Standards to ensure this requirement is addressed. Resumes for all individuals performing tasks shall be included in the proposal package. **Contract award will be based on 1) these conditions being met and 2) written approval by the CO.**

A.2. The Offeror **shall remit an itemized project cost estimate** with the proposal package. This will include providing a cost estimate for each listed task and subtask as well a list of hourly rates for all positions to be used on each task. The cost estimate shall include detailed overhead rates for all positions.

CLAUSES INCORPORATED BY FULL TEXT

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

03071 - Computer Programmer I (1)	16.23
03072 - Computer Programmer II (1)	20.20
03073 - Computer Programmer III (1)	24.05
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	23.30
03102 - Computer Systems Analyst II (1)	27.00
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.16
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.85
05010 - Automotive Glass Installer	15.16
05040 - Automotive Worker	15.16
05070 - Electrician, Automotive	16.48
05100 - Mobile Equipment Servicer	14.33
05130 - Motor Equipment Metal Mechanic	16.48
05160 - Motor Equipment Metal Worker	15.16
05190 - Motor Vehicle Mechanic	16.57
05220 - Motor Vehicle Mechanic Helper	13.02
05250 - Motor Vehicle Upholstery Worker	14.33
05280 - Motor Vehicle Wrecker	15.16
05310 - Painter, Automotive	15.81
05340 - Radiator Repair Specialist	15.16
05370 - Tire Repairer	13.21
05400 - Transmission Repair Specialist	16.48
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.10
07010 - Baker	10.22
07041 - Cook I	8.84
07042 - Cook II	10.16
07070 - Dishwasher	8.04
07130 - Meat Cutter	12.93
07250 - Waiter/Waitress	8.18
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.81
09040 - Furniture Handler	12.67
09070 - Furniture Refinisher	15.81
09100 - Furniture Refinisher Helper	13.02
09110 - Furniture Repairer, Minor	14.33
09130 - Upholsterer	15.81
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.41
11060 - Elevator Operator	8.98
11090 - Gardener	10.33
11121 - House Keeping Aid I	8.02
11122 - House Keeping Aid II	8.55
11150 - Janitor	9.77
11210 - Laborer, Grounds Maintenance	10.01
11240 - Maid or Houseman	8.02
11270 - Pest Controller	9.96
11300 - Refuse Collector	8.50
11330 - Tractor Operator	10.78
11360 - Window Cleaner	10.24
12000 - Health Occupations	
12020 - Dental Assistant	15.91
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.63
12071 - Licensed Practical Nurse I	12.67
12072 - Licensed Practical Nurse II	14.22
12073 - Licensed Practical Nurse III	15.91
12100 - Medical Assistant	11.56
12130 - Medical Laboratory Technician	12.93
12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.81
12222 - Nursing Assistant II	8.77
12223 - Nursing Assistant III	9.58
12224 - Nursing Assistant IV	10.74
12250 - Pharmacy Technician	12.68
12280 - Phlebotomist	12.93
12311 - Registered Nurse I	15.16
12312 - Registered Nurse II	18.54
12313 - Registered Nurse II, Specialist	18.54

12314 - Registered Nurse III	22.44
12315 - Registered Nurse III, Anesthetist	22.44
12316 - Registered Nurse IV	26.88
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.43
13011 - Exhibits Specialist I	14.75
13012 - Exhibits Specialist II	18.28
13013 - Exhibits Specialist III	22.29
13041 - Illustrator I	14.75
13042 - Illustrator II	18.28
13043 - Illustrator III	22.29
13047 - Librarian	21.59
13050 - Library Technician	12.50
13071 - Photographer I	12.32
13072 - Photographer II	13.79
13073 - Photographer III	16.28
13074 - Photographer IV	19.85
13075 - Photographer V	24.10
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.83
15030 - Counter Attendant	7.83
15040 - Dry Cleaner	9.19
15070 - Finisher, Flatwork, Machine	7.83
15090 - Presser, Hand	7.83
15100 - Presser, Machine, Drycleaning	7.83
15130 - Presser, Machine, Shirts	7.83
15160 - Presser, Machine, Wearing Apparel, Laundry	7.83
15190 - Sewing Machine Operator	9.82
15220 - Tailor	10.61
15250 - Washer, Machine	8.37
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15.81
19040 - Tool and Die Maker	18.62
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.72
21020 - Material Coordinator	16.67
21030 - Material Expediter	16.26
21040 - Material Handling Laborer	11.50
21050 - Order Filler	12.83
21071 - Forklift Operator	14.49
21080 - Production Line Worker (Food Processing)	13.83
21100 - Shipping/Receiving Clerk	11.86
21130 - Shipping Packer	13.04
21140 - Store Worker I	10.63
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.97
21210 - Tools and Parts Attendant	14.77
21400 - Warehouse Specialist	14.77
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.35
23040 - Aircraft Mechanic Helper	15.08
23050 - Aircraft Quality Control Inspector	20.13
23060 - Aircraft Servicer	16.83
23070 - Aircraft Worker	17.80
23100 - Appliance Mechanic	15.81
23120 - Bicycle Repairer	13.21
23125 - Cable Splicer	18.95
23130 - Carpenter, Maintenance	17.77
23140 - Carpet Layer	17.43
23160 - Electrician, Maintenance	19.91
23181 - Electronics Technician, Maintenance I	17.12
23182 - Electronics Technician, Maintenance II	18.68
23183 - Electronics Technician, Maintenance III	19.53
23260 - Fabric Worker	16.48
23290 - Fire Alarm System Mechanic	19.17
23310 - Fire Extinguisher Repairer	15.73
23340 - Fuel Distribution System Mechanic	18.13
23370 - General Maintenance Worker	15.16
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.48
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	19.81
23460 - Instrument Mechanic	18.95

23470 - Laborer	9.88
23500 - Locksmith	18.18
23530 - Machinery Maintenance Mechanic	18.33
23550 - Machinist, Maintenance	16.48
23580 - Maintenance Trades Helper	13.02
23640 - Millwright	16.48
23700 - Office Appliance Repairer	18.53
23740 - Painter, Aircraft	15.81
23760 - Painter, Maintenance	15.81
23790 - Pipefitter, Maintenance	22.33
23800 - Plumber, Maintenance	20.38
23820 - Pneudraulic Systems Mechanic	19.17
23850 - Rigger	18.95
23870 - Scale Mechanic	17.62
23890 - Sheet-Metal Worker, Maintenance	16.48
23910 - Small Engine Mechanic	15.16
23930 - Telecommunication Mechanic I	16.48
23931 - Telecommunication Mechanic II	17.14
23950 - Telephone Lineman	18.95
23960 - Welder, Combination, Maintenance	16.48
23965 - Well Driller	16.48
23970 - Woodcraft Worker	18.95
23980 - Woodworker	15.73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.01
24580 - Child Care Center Clerk	12.18
24600 - Chore Aid	8.39
24630 - Homemaker	15.72
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.52
25040 - Sewage Plant Operator	19.89
25070 - Stationary Engineer	18.52
25190 - Ventilation Equipment Tender	14.77
25210 - Water Treatment Plant Operator	19.89
27000 - Protective Service Occupations	
(not set) - Police Officer	24.05
27004 - Alarm Monitor	12.56
27006 - Corrections Officer	20.64
27010 - Court Security Officer	21.56
27040 - Detention Officer	20.64
27070 - Firefighter	19.07
27101 - Guard I	10.04
27102 - Guard II	14.44
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.10
28020 - Hatch Tender	16.10
28030 - Line Handler	16.10
28040 - Stevedore I	14.69
28050 - Stevedore II	16.71
29000 - Technical Occupations	
21150 - Graphic Artist	20.78
29010 - Air Traffic Control Specialist, Center (2)	29.36
29011 - Air Traffic Control Specialist, Station (2)	20.24
29012 - Air Traffic Control Specialist, Terminal (2)	22.29
29023 - Archeological Technician I	14.44
29024 - Archeological Technician II	16.19
29025 - Archeological Technician III	20.01
29030 - Cartographic Technician	20.01
29035 - Computer Based Training (CBT) Specialist/ Instructor	23.30
29040 - Civil Engineering Technician	19.42
29061 - Drafter I	12.89
29062 - Drafter II	14.37
29063 - Drafter III	16.15
29064 - Drafter IV	20.01
29081 - Engineering Technician I	12.15
29082 - Engineering Technician II	13.56
29083 - Engineering Technician III	15.23
29084 - Engineering Technician IV	18.89
29085 - Engineering Technician V	23.03
29086 - Engineering Technician VI	27.95
29090 - Environmental Technician	17.73

29100 - Flight Simulator/Instructor (Pilot)	27.00
29160 - Instructor	19.30
29210 - Laboratory Technician	16.70
29240 - Mathematical Technician	17.23
29361 - Paralegal/Legal Assistant I	13.38
29362 - Paralegal/Legal Assistant II	17.34
29363 - Paralegal/Legal Assistant III	21.15
29364 - Paralegal/Legal Assistant IV	25.66
29390 - Photooptics Technician	16.81
29480 - Technical Writer	19.80
29491 - Unexploded Ordnance (UXO) Technician I	18.66
29492 - Unexploded Ordnance (UXO) Technician II	22.57
29493 - Unexploded Ordnance (UXO) Technician III	27.05
29494 - Unexploded (UXO) Safety Escort	18.66
29495 - Unexploded (UXO) Sweep Personnel	18.66
29620 - Weather Observer, Senior (3)	18.75
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.88
29622 - Weather Observer, Upper Air (3)	16.88
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.43
31260 - Parking and Lot Attendant	8.17
31290 - Shuttle Bus Driver	10.89
31300 - Taxi Driver	10.29
31361 - Truckdriver, Light Truck	10.64
31362 - Truckdriver, Medium Truck	16.92
31363 - Truckdriver, Heavy Truck	16.95
31364 - Truckdriver, Tractor-Trailer	16.95
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.35
99030 - Cashier	9.00
99041 - Carnival Equipment Operator	9.68
99042 - Carnival Equipment Repairer	10.19
99043 - Carnival Worker	8.07
99050 - Desk Clerk	9.01
99095 - Embalmer	18.66
99300 - Lifeguard	9.80
99310 - Mortician	18.66
99350 - Park Attendant (Aide)	12.31
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.56
99500 - Recreation Specialist	12.48
99510 - Recycling Worker	9.78
99610 - Sales Clerk	11.19
99620 - School Crossing Guard (Crosswalk Attendant)	9.88
99630 - Sport Official	9.80
99658 - Survey Party Chief (Chief of Party)	16.09
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.31
99660 - Surveying Aide	8.99
99690 - Swimming Pool Operator	9.38
99720 - Vending Machine Attendant	9.78
99730 - Vending Machine Repairer	11.24
99740 - Vending Machine Repairer Helper	9.78

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

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

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

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

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

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

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed (occupation) and computes a proposed rate).
 - 2) After contract award, the contractor prepares a written report listing in order (proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
 - 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
 - 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
 - 5) The contracting officer transmits the Wage and Hour decision to the contractor.
 - 6) The contractor informs the affected employees.
- Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.