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|---|-------------|--|--|---|---|---|
| SOLICITATION, OFFER AND AWARD | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | PAGE OF PAGES 1 67 |
| 2. CONTRACT NO. | | 3. SOLICITATION NO. W912EF-04-R-0029 | 4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP) | 5. DATE ISSUED 02 Sep 2004 | 6. REQUISITION/PURCHASE NO. W68SBV-4209-8687 | |
| 7. ISSUED BY WALLA WALLA DISTRICT, COE-G4P CONTRACTING DIVISION 201 N THIRD AVENUE WALLA WALLA WA 99362-1876 CODE W912EF TEL: 509/527-7200 FAX: 509/527-7802 | | | 8. ADDRESS OFFER TO (If other than Item 7) CODE See Item 7 TEL: FAX: | | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | | |
| SOLICITATION | | | | | | |
| 9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>04:00 PM</u> local time <u>04 Oct 2004</u> (Hour) (Date) | | | | | | |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. | | | | | | |
| 10. FOR INFORMATION CALL: | | A. NAME JANI C LONG | | B. TELEPHONE (Include area code) (NO COLLECT CALLS) 509/527-7209 | | C. E-MAIL ADDRESS jani.c.long@usace.army.mil |
| 11. TABLE OF CONTENTS | | | | | | |
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| OFFER (Must be fully completed by offeror) | | | | | | |
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | | | | | | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | | | AMENDMENT NO. | | DATE | AMENDMENT NO. |
| | | | | | | |
| | | | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE | FACILITY | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | |
| 15B. TELEPHONE NO (Include area code) | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/> | | | 17. SIGNATURE | 18. OFFER DATE |
| AWARD (To be completed by Government) | | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED | | | 20. AMOUNT | | 21. ACCOUNTING AND APPROPRIATION | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified) | | |
| 24. ADMINISTERED BY (If other than Item 7) CODE | | | 25. PAYMENT WILL BE MADE BY CODE | | | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL: | | | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | | 28. AWARD DATE |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

**CULTURAL RESOURCES ARCHEOLOGICAL SERVICES
FCRPS Cultural Resources Monitoring Program
Dworshak Reservoir**

Base Year (Contract Award – March 2006)

| Task | Price |
|---|-------|
| V.a Schedule of Activities & Refined Schedule | \$ |
| V.b Pre-Work Meeting | \$ |
| V.c Review Material, Recommend Sites for Monitoring | \$ |
| V.d Select Sites to be Monitored | \$ |
| V.e Notify Corps of Start and Stop Dates | -\$0- |
| V.f Conduct Monitoring Visits | \$ |
| V.g Record Observed Impacts | \$ |
| V.h Submit Draft Interim Cover Letter & Data Package | \$ |
| V.i Incorporate Government Comments | \$ |
| V.j Finalize & Submit Interim Data Package | \$ |
| Total Cost Proposal Base Year | \$ |

First Option Year (March 2006 – March 2007)

| Task | Price |
|---|-------|
| V.a Schedule of Activities & Refined Schedule | \$ |
| V.b Pre-Work Meeting | \$ |
| V.c Review Material, Recommend Sites for Monitoring | \$ |
| V.d Select Sites to be Monitored | \$ |
| V.e Notify Corps of Start and Stop Dates | -\$0- |
| V.f Conduct Monitoring Visits | \$ |
| V.g Record Observed Impacts | \$ |
| V.h Submit Draft Interim Cover Letter & Data Package | \$ |
| V.i Incorporate Government Comments | \$ |
| V.j Finalize & Submit Interim Data Package | \$ |
| Total Cost Proposal Option Year | \$ |

**CULTURAL RESOURCES ARCHEOLOGICAL SERVICES
FCRPS Cultural Resources Monitoring Program
Dworshak Reservoir**

Second Option Year (March 2007 – March 2008)

| Task | Price |
|---|-------|
| V.a Schedule of Activities & Refined Schedule | \$ |
| V.b Pre-Work Meeting | \$ |
| V.c Review Material, Recommend Sites for Monitoring | \$ |
| V.d Select Sites to be Monitored | \$ |
| V.e Notify Corps of Start and Stop Dates | -\$0- |
| V.f Conduct Monitoring Visits | \$ |
| V.g Record Observed Impacts | \$ |
| V.h Submit Draft Interim Cover Letter & Data Package | \$ |
| V.i Incorporate Government Comments | \$ |
| V.j Finalize & Submit Interim Data Package | \$ |
| Total Cost Proposal Option Year | \$ |

Third Option Year (March 2008 – February 2009)

| Task | Price |
|---|-------|
| V.a Schedule of Activities & Refined Schedule | \$ |
| V.b Pre-Work Meeting | \$ |
| V.c Review Material, Recommend Sites for Monitoring | \$ |
| V.d Select Sites to be Monitored | \$ |
| V.e Notify Corps of Start and Stop Dates | -\$0- |
| V.f Conduct Monitoring Visits | \$ |
| V.g Record Observed Impacts | \$ |
| V.h Submit Draft Interim Cover Letter & Data Package | \$ |
| V.i Incorporate Government Comments | \$ |
| V.j Finalize & Submit Interim Data Package | \$ |
| Total Cost Proposal Option Year | \$ |

**CULTURAL RESOURCES ARCHEOLOGICAL SERVICES
FCRPS Cultural Resources Monitoring Program
Dworshak Reservoir**

Fourth Option Year (March 2009 – February 2010)

| Task | Price |
|--|--------------|
| V.b Pre-Work Meeting | \$ |
| V.k Prepare & Submit Draft Report and Appendices | \$ |
| V.l Finalize Report Incorporating Government Comments | \$ |
| V.k Submit Final Report and Appendices | \$ |
| V.l Label & Submit Project Materials | |
| Total Cost Proposal Option Year | \$ |

SubTotal for Base Year (Contract Award – March 2006) \$ _____

SubTotal for First Option Year (March 2006 – March 2007) \$ _____

SubTotal for Second Option Year (March 2007 – March 2008) \$ _____

SubTotal for Third Option Year (March 2008 – February 2009) \$ _____

SubTotal for Fourth Option Year (March 2009 – February 2010) \$ _____

Grand Total \$ _____

Section C - Descriptions and Specifications

STATEMENT OF WORK

Cultural Resources Monitoring Program Dworshak Reservoir

I. Project Background and Purpose

As part of its mandated responsibilities for cultural resources management under the National Historic Preservation Act as amended, the U.S. Army Corps of Engineers, Walla Walla District (Corps) is continuing a Federal Columbia River Power System site monitoring program to gather information useful in assessing the condition of cultural properties located within the Dworshak Reservoir. Cultural resources surveys and testing programs performed on Dworshak Reservoir lands indicate that the area holds extensive cultural resources. These cultural properties are significantly, even uniquely, impacted by reservoir operations due to the geomorphic characteristics of the reservoir. Little is known of the physical dynamics associated with site degradation at Dworshak. The main objective of this project will be to gather information that can serve as the basis for developing rational and sound decisions about the long-term management of historic properties (as defined in the National Historic Preservation Act), particularly with regard to the nature and rate of erosion and other impacts.

The purpose of this project is to gather data on reservoir impacts to a representative sample of sites on Dworshak Reservoir. The following project goals have been identified:

- a. Observe and report on the physical dynamics involved in the ground disturbing impacts, erosion or depositional processes occurring at monitored sites.
- b. Establish a record/baseline of site conditions (for monitored sites) that can serve as an information tool in the management of cultural resources.

II. Study Area

The study area includes the federal land managed by the Corps in the Dworshak Dam and Reservoir Project.

III. General Information and Scope of Work

The scope of this contract is to obtain professional services for the performance of cultural resources monitoring in Dworshak Reservoir. The Corps will use the results of monitoring activities under this contract to satisfy a portion of compliance requirements under the National Historic Preservation Act of 1966 as amended and related historic preservation requirements and procedures.

IV. Statement of Contractor Services

The Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to continue the Dworshak site monitoring program developed in Fiscal Year 1999 (FY99) as defined in the Section V except as specified in Section XI of this document. The Contractor shall perform to the standards in this contract.

- a. Insure that a total of no less than twelve (12) sites and no more than eighteen (18) sites are selected for monitoring.
- b. Insure that each of the six (6) established/identified reservoir zones has no less than two (2) sites and no more than three (3) sites identified for monitoring.
- c. Insure that at least one (1) site in each reservoir zone is selected for monitoring on the basis of potential to yield information on artifact movement (e.g. vandalism, deflation, erosion, etc.).
- d. Select sites for monitoring that are eligible for listing or are listed in the National Register of Historic Places (NR).

V. Tasks

The Contractor shall perform the following tasks.

- a. Submit to the Contracting Officer's Technical Representative (COTR) a schedule of activities to meet all task completion dates within fourteen (14) days of contract award. The Contractor shall refine and confirm this schedule (i.e., dates and duration) of all monitoring activities to accurately reflect the activities to be conducted during each monitoring cycle. Submit the refined/confirmed schedule to the COTR before initiation of activities associated with each monitoring cycle.
- b. Arrange a mutual date and time for a pre-work meeting with Corps staff prior to each of the four (4) proposed work cycles (i.e. FY05, FY06, FY07, and FY08) and prior to initiation of the final comprehensive report. The purpose of each pre-work meeting will be to clarify tasks and methods and to minimize issues/problems that might arise over the course of the contract.
- c. Review all existing site records and previous monitoring reports to assist in identifying cultural resources sites that should be considered for inclusion in the monitoring program. Select sites for monitoring that are eligible for listing or are listed in the National Register of Historic Places (NR). Provide a summary description that supports the NR eligibility determination, complies with Idaho State Historic Preservation Office (SHPO) requirements for format and content and can be submitted to the SHPO for review and concurrence. The summary descriptions for the sites that are recommended for inclusion in the monitoring program shall be submitted to the COTR before 30 December 2005.

NOTE: NR nomination forms will not be used for providing eligibility descriptions. Should other sites be selected for monitoring during future monitoring cycles, the summary NR eligibility determination statement shall be submitted to the COTR prior to the start of the future monitoring cycle.

- d. Identify sites for monitoring (i.e., twelve (12) – eighteen (18) total) that are representative of the total known number of recorded sites and isolated artifacts within Dworshak's six (6) reservoir zones. The Contractor shall use the list developed in Task c. and work closely with Walla Walla District archaeologists to develop the final list of sites to be monitored. A list of the sites selected for monitoring shall be delivered to the COTR before monitoring trips are initiated. Factors that will be considered during the selection shall be based on but not be limited to:
 - 1) original selection for monitoring in FY99,
 - 2) selection for monitoring in FY00,
 - 3) location within the reservoir,
 - 4) site size,
 - 5) National Register eligibility,
 - 6) landform characteristics,

- 7) perceived impacts based on historic knowledge and experience, and
- 8) ease of establishing, maintaining and recording impacts at each site for the life of the monitoring program.

e. Five (5) days prior to the start of fieldwork, the Contractor shall notify the COTR (currently Mona Wright 509-527-7278) and the Dworshak Natural Resources Manager (currently Paul Pence 208-476-1258) of the proposed date for the start of fieldwork. The Contractor shall keep the Corps apprised of where monitoring crews will be, what sites will be monitored, and when the work will done. The Contractor shall notify the same individuals the day fieldwork is finished.

f. Conduct at least one (1) and no more than two (2) monitoring visits to each selected site during each monitoring cycle to update the baseline data, establish/re-establish datum/monitoring stakes, update and/or add photographic information and reference points, and produce current site maps. Gather Global Positioning Station (GPS) data, complete field notes and establish a photographic record of change and observed impacts. The data gathered will be used in future long-term studies to determine the rates and degree of impacts due to natural, animal and human-caused impacts for each site in the monitoring program. Compile baseline information that at a minimum results in the following:

- 1) Global Positioning Station (GPS) points at all appropriate locations (e.g., ground disturbance, selected artifacts to measure movement or loss, eroding cutbanks, monitoring stakes, etc.).
- 2) Standardized observational notes/information and photographs documenting site conditions (e.g. the depth and extent of impacts as quantitative measurements, the presence or absence of visible cultural materials or features, distance of site from roads, boat launches, or trails, etc.). The information and photographs shall be used for comparative purposes throughout the life of the monitoring program and shall be dated and labeled (i.e., date, site number, name of observer/photographer, compass orientation, and subject).
- 3) A GPS line recorded on an annual basis along the edge of each cutbank that is located within site boundaries and considered to be impacted by erosion or pool fluctuation. The location of each identified cutbank shall be displayed on a map. Information about the height and length of the bank and any exposed features or artifacts shall be recorded. A GPS point shall be taken of selected artifacts and all features exposed in the eroding cutbank as appropriate.
- 4) GPS points and other recorded information listed in a spreadsheet and displayed on U.S.G.S. topographic maps.

g. All observed impacts shall be measured and recorded (i.e., human impacts, animal impacts and erosional impacts) at monitored sites. Monitored sites will be re-mapped, photographed, GPS'd and measurements shall be taken from existing reference points to record the amount and nature of site impacts each time impacts are observed. Complete and maintain all monitoring information on standard monitoring forms. The monitoring form to be used for this work is appended to this document.

NOTE: The Contractor may request changes to the attached monitoring form by sending a written request to the COTR. The COTR will provide written approval of proposed changes to the monitoring form. The Contractor must receive the COTR's written approval before the modified monitoring form can be used.

h. Complete and submit draft interim cover letter and data package with monitoring forms and other attachments to the COTR for comment following the completion of each monitoring cycle.

i. Incorporate any Government comments received regarding the draft interim cover letter and data package (with monitoring forms and other attachments)

j. Submit one (1) final copy of the interim cover letter and data package with completed monitoring forms and other attachments to the COTR following the completion of each monitoring cycle.

k. Complete and submit a draft comprehensive monitoring report and appendices for all monitoring activities conducted from FY99 through FY08 to the COTR by 30 November 2009. The Government shall review the report and provide written comments by 31 December 2009. 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.

l. Finalize the draft comprehensive monitoring report and appendices incorporating the Government's comments.

k. Submit nine (9) copies of the final comprehensive monitoring report and appendices and one (1) camera-ready copy to the COTR by 30 January 2010.

l. The Contractor shall properly label and box all generated project material (e.g. field notes, maps, photographs, slides, negatives, etc.). The Corps will arrange for the curation of the project materials and collections. All project materials shall be submitted to the COTR by 30 January 2010. The COTR shall inspect the materials to ensure designated curation standards are met and the CO will provide written acceptance by 19 February 2010.

VI. Interim Reporting – Deliverable Format and Contents

The intent of interim reporting is to ensure that the Contractor focuses on field monitoring activities during the next three (3) option years by delaying delivery of a final comprehensive monitoring report to the fourth option year of the contract. The interim reporting process focuses on submittal of all raw and final data generated and/or collected during each monitoring cycle to the COTR for written acceptance at the end of each monitoring cycle. The submittal of each data package is to insure that the Government receives labeled copies of all field records, GPS coordinates, GIS information, maps, photographs and field notes generated and used by the Contractor during each monitoring cycle. The tasks and products for interim reporting are identified as follows:

a. The Contractor shall compile all data generated during each monitoring cycle (i.e., FY05, FY06, FY07 and FY08), into individual data packages and submit each data package with a cover letter to the CO at the end of each monitoring cycle. The cover letter and data package shall be submitted as scheduled in section VII of this document. Each cover letter shall contain but not be limited to the following information:

- 1) starting and ending dates of each monitoring cycle,
- 2) total number of sites monitored during the monitoring cycle
- 3) personnel conducting monitoring activities,
- 4) site numbers, and
- 5) any impacts or problems that pose an eminent threat to cultural resources,
- 6) the contract number, and
- 7) notes that monitoring activities were done in partial fulfillment of the Corps' contract.

b. The interim reporting data package for each monitoring cycle shall include copies of all information and data collected (handwritten and typed), produced and/or used during each monitoring cycle. The Contractor shall not include information from previous monitoring cycles in the data package. (Data analyses and syntheses for all monitoring cycles shall be completed and addressed in the final comprehensive monitoring report.) The data package shall include but not be limited to the following information:

- 1) completed monitoring forms (typed),
- 2) field sketch maps with legends, north arrows, scale, date and author (hand drawn),

- 3) GIS maps with legends, north arrows, scale, site number and date,
- 4) dated field notes (author and site number identified, handwritten and/or typed),
- 5) photographs (date, GPS location point, photographer, subject and site number, compass orientation, photograph number),
- 6) photograph logs (index of all photographs, subject, date, film type/video/digital, roll number/frame),
- 7) GPS points for all cutbanks, features and objects recorded and/or described (UTM coordinates, site number, feature or object, date, recorder, etc.)

c. All monitoring forms shall be typed and all other records shall be complete with all fields filled in with specific information or the words “not applicable”, “not observed”, or “not determined” as appropriate.

d. Submitted materials shall be 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.

VII. Interim Reporting – Deliverables and Schedule

The Contractor shall complete each monitoring cycle in sequential order. Each cycle as well as the interim data package for each monitoring cycle, starting with FY05, shall be final and accepted in writing by the COTR before the next monitoring cycle in this scope of work is initiated.

One (1) electronic copy of each interim cover letter and data package in MSWord and one (1) electronic copy of all GIS generated information (e.g., layers, maps, etc.) shall be submitted on two (2) compact disks (neither disk shall be a copy of the other). The GIS information shall be in ArcView 3.x or ArcInfo 8.0.2 shapefiles in an export form suitable for downloading. The electronic copies will include metadata that is compliant with SHPO standards. The following submittal schedule shall be followed:

FY05 Monitoring Cycle – Base Year

| | |
|---|------------------------------|
| COTR receipt of Contractor’s schedule of activities to meet task completion dates | 14 days after Contract Award |
| Pre-Work Meeting | Before 30 December 2005 |
| COTR receipt of Monitoring Activities Schedule | Before 30 December 2005 |
| COTR receipt of NR statement | Before 30 December 2005 |
| COTR receipt of listed sites to be monitored | Before fieldwork |
| CO receipt of draft cover letter and interim data package | 30 December 2005 |
| Government review and comments of draft data package to Contractor | 16 January 2006 |
| CO receipt of final interim cover letter and data package | 13 February 2006 |
| CO written acceptance of final products to Contractor | 28 February 2006 |

FY06 Monitoring Cycle – Option 1

| | |
|--|-------------------------|
| Pre-Work Meeting | Before 30 November 2006 |
| COTR receipt of Monitoring Activities Schedule | Before 30 November 2006 |
| COTR receipt of NR statement | Before 30 November 2006 |
| COTR receipt of listed sites to be monitored | Before fieldwork |
| COTR receipt of draft cover letter and interim data package | 30 November 2006 |
| Government review and comments of draft data package to Contractor | 15 January 2007 |
| COTR receipt of final interim cover letter and data package to by | 16 February 2007 |
| CO written acceptance of final products to Contractor | 1 March 2007 |

FY07 Monitoring Cycle – Option 2

| | |
|--|-------------------------|
| Pre-Work Meeting | Before 30 November 2007 |
| COTR receipt of Monitoring Activities Schedule | Before September 2007 |
| COTR receipt of NR statement | Before 30 November 2007 |

| | |
|--|------------------|
| COTR receipt of listed sites to be monitored | Before fieldwork |
| COTR receipt of draft cover letter and interim data package | 30 November 2007 |
| Government review and comments of draft data package to Contractor | 18 January 2008 |
| COTR receipt of final interim cover letter and data package | 15 February 2008 |
| CO written acceptance of final products to Contractor | 1 March 2008 |

FY08 Monitoring Cycle – Option 3

| | |
|--|-------------------------|
| Pre-Work Meeting | Before 28 November 2008 |
| COTR receipt of Monitoring Activities Schedule | Before 28 November 2008 |
| COTR receipt of listed sites to be monitored | Before fieldwork |
| COTR receipt of NR statement | Before 28 November 2008 |
| CO receipt of draft cover letter and interim data package | 28 November 2008 |
| Government review and comments of draft data package to Contractor | 16 January 2009 |
| COTR receipt of final interim cover letter and data package | 13 February 2009 |
| CO written acceptance of final products to Contractor | 1 March 2009 |

NOTE: The Contractor shall complete the monitoring cycle and receive the CO written acceptance of the final products associated with the FY08 monitoring cycle before the final comprehensive report is initiated.

VIII. Final Comprehensive Monitoring Report – Deliverable Format and Contents

a. The Contractor shall prepare a final comprehensive monitoring report in both content and presentation summarizing the methods, objectives and results of each monitoring cycle (from FY99 through FY08) as well as providing a comprehensive analysis and assessment of the results of all monitoring efforts. Include recommendations on the development of predictive impact models for the reservoir and management recommendations. The final 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).

b. 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 use the active voice instead of the passive voice whenever practical. The Contractor shall not place extensive charts or tables in appendices in the main body of the report if they do not contribute to the flow of presentation. Submitted draft reports/documents shall be complete (with all attachments and appendices) and in a form that requires only minor editorial attention before printing (no more than three typographical errors per page).

c. The Contractor shall use applicable study approaches developed in FY99 and in subsequent years for assessing reservoir impacts on monitored sites. The strategy used by the Contractor to select FY99 study approaches shall be clearly presented in the final comprehensive monitoring report. Likewise, the data/results generated from the prior Dworshak monitoring efforts (i.e. FY99 – FY03) shall be incorporated into the analysis, predictive models, and recommendations presented in the final comprehensive report.

d. The report shall include but not be limited to a title page, executive summary, introduction, table of contents, text, monitoring data analyses and syntheses (e.g., rates of erosion, landform associations, rates of artifact movement and/or change, etc.), bibliography, and appendices. The executive summary shall include results, major findings and management recommendations (e.g., any changes in monitoring priorities or monitoring intervals, etc.). The appendices shall include copies of all monitoring forms and photographs generated throughout the entire monitoring period (i.e., FY99 through FY08). The title page shall note that the comprehensive report was done in partial fulfillment of the Corps' contract.

e. 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.

f. All pages, photographs, tables, maps, etc. shall be consecutively numbered throughout the report and where applicable, shall have titles and appropriate explanatory notes or text.

IX. Final Comprehensive Monitoring Report – Deliverables and Schedule

Two (2) separate original compact discs (neither a copy of the other) containing an electronic copy of the final report and appendices shall also be submitted in Microsoft Word format. One (1) electronic copy of all GIS generated information (e.g., layers, maps, etc.) shall be submitted on two (2) compact discs (neither disk shall be a copy of the other). The GIS information shall be in ArcView 3.x or ArcInfo 8.0.2 shapefiles in an export form suitable for downloading. The electronic copies will include metadata that is SHPO compliant. The CO will provide written acceptance to the Contractor by 19 February 2010 before final payment is authorized.

Final Comprehensive Monitoring Report – Option 4

| | |
|--|-------------------------|
| Pre-Work meeting | Before 30 November 2009 |
| COTR receipt of draft comprehensive report | 30 November 2009 |
| Government review and comments to Contractor | 31 December 2009 |
| CO receipt of final comprehensive report and project materials | 30 January 2010 |
| CO written acceptance of final products to Contractor | 19 February 2010 |

X. Conditions

a. **CHANGES.** 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. **INSPECTIONS.** All work (i.e. both field and laboratory/office) shall be subject to inspection by authorized 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 contract statement of work/proposal the Contractor shall, at no additional cost to the Government, suspend work and immediately develop and undertake appropriate corrective actions approved by the Government.

c. **COORDINATION.** Close coordination shall be maintained between the Principal Investigator and the CO or COTR to insure that the Government’s best interest is served.

d. **MONTHLY REPORTING.** The Contractor shall submit by the 23rd of each month, a written statement of the estimated project costs and monitoring efforts completed for that month to the COTR. Further, the Contractor shall be prepared to attend meetings of the Payos Kuus Cuukwe (PKC) Cooperating Group as required to discuss details of the monitoring project. The dates and times for scheduled PKC meetings will be provided to the Contractor.

e. **PROJECT MATERIALS.** All generated project material (e.g. field notes, maps, photographs, slides, negatives, etc.) shall be the property of the United States. All project materials shall be delivered to the Government at the close of each monitoring cycle and with delivery of the final report.

f. **DISSEMINATION OF DATA.** Prior to completion of the contract, the contractor may provide for the dissemination of technical data through oral presentations. Prior to scheduling any such presentations, approval must be obtained from the Government. Any and all requests for data or information, beyond that detailed above, will be referred to the Government.

g. **PUBLICATIONS.** Final versions of the survey report will be considered publishable documents and may be published, with appropriate credits, by the Government. Since all data generated by this contract is considered Government property, the Contractor will not be permitted to publish the results of the investigations during the course of performance of this contract, without prior approval by the Government.

NOTE: The following policies shall be adhered to during fieldwork:

1. **Human Remains** - If human remains are discovered, they shall not be disturbed but protected in place. The contractor shall immediately notify the Corps of Engineers archaeologist (Mona Wright at 509-527-7278 or Ray Tracy at 509-527-7286) and tribal liaison (Bill Mellick at 509-527-7107). The Corps will follow identified internal procedures to address the situation. (This will include notifying appropriate Indian Tribes, law enforcement, and coroner's offices.) If the remains are determined to be Native American, the Corps will comply with the terms set forth in the Native American Graves Protection and Repatriation Act.

2. **Artifacts** – A no collection/excavation policy will be followed. However, if in the opinion of the Contractor, diagnostic artifacts/features are in immediate danger of loss or damage for whatever reason(s), those artifacts shall be collected but only after all readily available and pertinent provenience data on each item is recorded. (If excavation is required to remove artifacts/features in danger of loss, the contractor shall first notify the Corps of Engineers [i.e. Mona Wright] prior to removing any items. An assessment of the situation will be made to determine the best course of action, including whether any excavation will be done. The reason(s) for collection shall be noted as part of the data accompanying each artifact and as part of the monitoring report.

XI. Government Furnished Materials and Services

- a. Available project maps, aerial photographs and cultural resources reports. It will be the Contractor's responsibility to identify and request needed information.
- b. Periodic field and office inspections by and consultations with designated Corps staff.
- c. Review of and comment on draft interim data packages and reports.
- d. The CO will provide written acceptance of final deliverable products.

XII. Payments

- a. The Contractor shall furnish invoices as required, in accordance with the payment schedule, to the Corps evidencing performance of work done under this contract. Payments shall be made based on the below listed schedule. Invoices shall be submitted as follows:

The original to:
USAED, Millington Finance Center
ATTN: CEFC-AO-P
5720 Integrity Drive

Millington, Tennessee 38504-5005

b. One copy to the COTR 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 CO as provided within the scope of this order.

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 as listed below will be made upon Government receipt of the deliverables associated with this contract scope of work:

FY05 Monitoring Cycle – Base Year

| | |
|---|-----------------------|
| COTR receipt of listed sites to be monitored | 5% of Contract Award |
| CO receipt of draft cover letter and interim data package | 10% of Contract Award |
| CO written acceptance of final products to Contractor | 5% of Contract Award |

FY06 Monitoring Cycle – Option Year

| | |
|---|-----------------------|
| COTR receipt of listed sites to be monitored | 5% of Contract Award |
| CO receipt of draft cover letter and interim data package | 10% of Contract Award |
| CO written acceptance of final products to Contractor | 5% of Contract Award |

FY07 Monitoring Cycle – Option Year

| | |
|---|-----------------------|
| COTR receipt of listed sites to be monitored | 5% of Contract Award |
| CO receipt of draft cover letter and interim data package | 10% of Contract Award |
| CO written acceptance of final products to Contractor | 5% of Contract Award |

FY08 Monitoring Cycle – Option Year

| | |
|---|-----------------------|
| COTR receipt of listed sites to be monitored | 5% of Contract Award |
| CO receipt of draft cover letter and interim data package | 10% of Contract Award |
| CO written acceptance of final products to Contractor | 5% of Contract Award |

FY09 Final Comprehensive Report

| | |
|---|-----------------------|
| COTR receipt of draft comprehensive report | 10% of Contract Award |
| CO written acceptance of final products to Contractor | 10% of Contract Award |

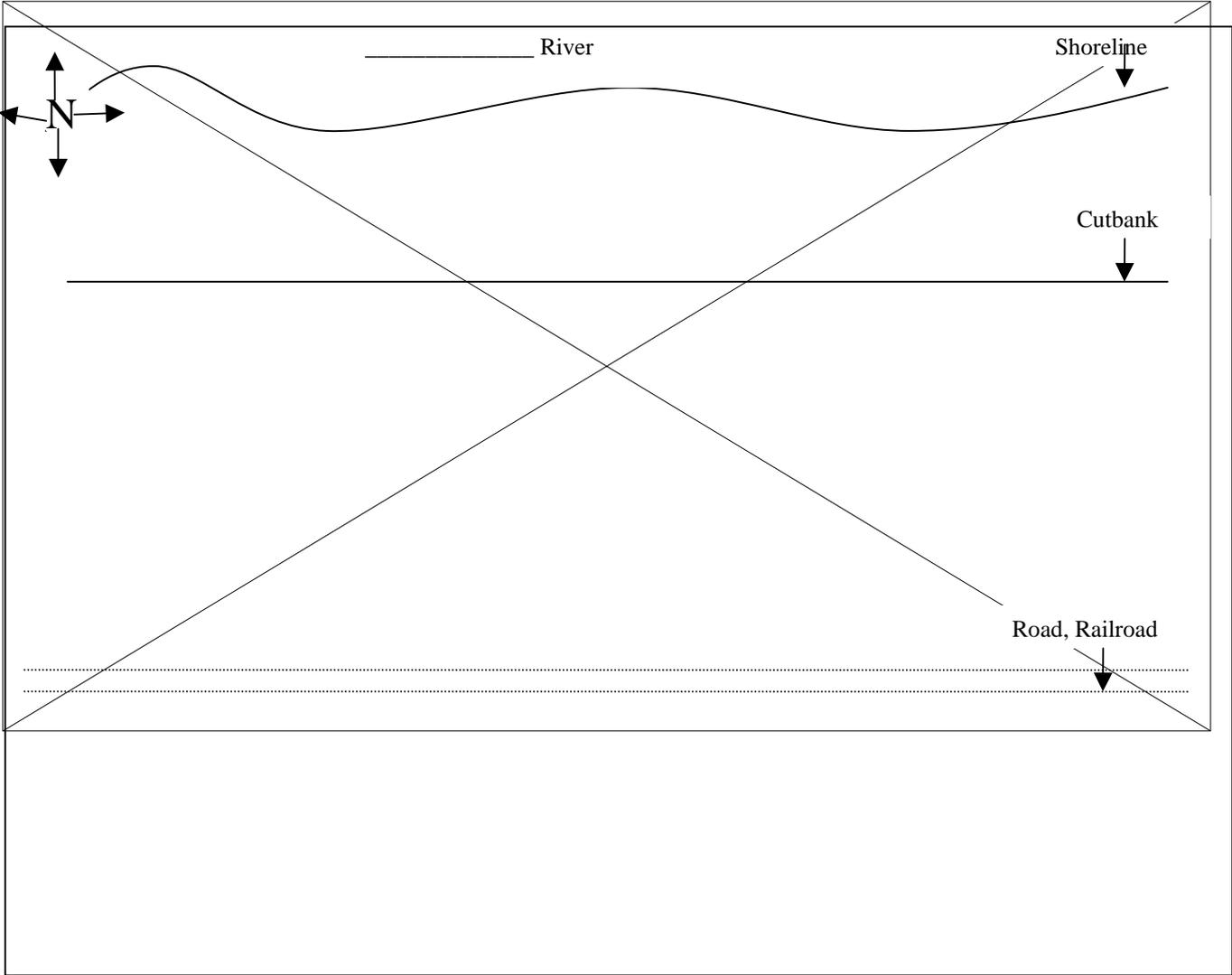
II. TYPES OF EFFECTS OBSERVED

| Map No. | Type of Effect/Impact | Within Last (1) Year | Within Last Five (5) Years | More Than Five (5) Years Ago | Size (LxWxD, Meters/ Feet; Hectares/ Acres) | Comments |
|----------------------|-------------------------|----------------------|----------------------------|------------------------------|---|----------|
| 1. Natural Processes | | | | | | |
| 1a | Wind Erosion | | | | | |
| 1b | Water Erosion | | | | | |
| 1c | Aggradation | | | | | |
| 1d | Fire | | | | | |
| 1e | Other _____ | | | | | |
| 1f | Other _____ | | | | | |
| 2. Human Processes | | | | | | |
| 2a | Graffiti | | | | | |
| 2b | Digging/Excavation | | | | | |
| 2c | Surface Collection | | | | | |
| 2d | Garbage/Litter | | | | | |
| 2e | Construction | | | | | |
| 2f | Road/Railroad/Trail | | | | | |
| 2g | Underground Utilities | | | | | |
| 2h | Power Line | | | | | |
| 2i | Off-Road Vehicles | | | | | |
| 2j | Park Improvements | | | | | |
| 2k | Recreational Use | | | | | |
| 2l | Agricultural Activities | | | | | |
| 2m | Other _____ | | | | | |
| 2n | Other _____ | | | | | |
| 3. Animal Processes | | | | | | |
| 3a | Trampling | | | | | |
| 3b | Burrowing | | | | | |
| 3c | Trails | | | | | |
| 3d | Wallows | | | | | |
| 3e | Other _____ | | | | | |

Comments: _____

III. CHANGES OBSERVED

1. What are the changes at the site since the last visit?



Comments:

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|-----------------------|----------|---|---------|
| 0001 | See Statement of Work | 1 | PPPMD PROG & PROJ MGMT-G4H4B00 201 NORTH 3RD AVENUE WALLA WALLA WA 99362-1876 FOB: Destination | G4H4B00 |

Section G - Contract Administration Data

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Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.000-3016 REQUIRED LIABILITY INSURANCE (APR 1984) (FAR 28.306)

1.1 The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

(a) Coverage complying with state laws governing insurance requirements pertaining to Workmen's Compensation and Employers' Liability Insurance.

(b) Bodily injury liability insurance with minimum limits of \$500,000 per occurrence shall be required on the comprehensive form of policy.

(c) Automobile bodily injury and property damage liability with minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury liability; and \$20,000 per occurrence for property damage liability shall be required.

1.2 Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer, a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain the endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

1.3 The Contractor agrees to insert the substance of this clause including this paragraph in all subcontracts hereunder.

(End of clause)

52.000-3018 SUCCESSOR CONTRACTING OFFICER

Any Contracting Officer assigned to the Walla Walla District and acting Within their authority may take formal action on this contract when a Contract action needs to be taken and the primary Contracting Officer is unavailable.

(End of clause)

52.232-5001 CONTINUING CONTRACTS (MAR 1995)—EFARS

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of (to be determined at time of award) has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically

provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(End of clause)

52.236-4013 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL,
EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------------|--|----------|
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | APR 1984 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | JUL 1995 |
| 52.203-7 | Anti-Kickback Procedures | JUL 1995 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | JAN 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | JUN 2003 |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper | AUG 2000 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | JUL 1995 |
| 52.215-2 | Audit and Records--Negotiation | JUN 1999 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| 52.219-8 | Utilization of Small Business Concerns | MAY 2004 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation | SEP 2000 |
| 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| 52.222-26 | Equal Opportunity | APR 2002 |
| 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | DEC 2001 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | JUN 1998 |
| 52.222-37 | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans | DEC 2001 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-14 | Toxic Chemical Release Reporting | AUG 2003 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | DEC 2003 |
| 52.226-1 | Utilization Of Indian Organizations And Indian-Owned Economic Enterprises | JUN 2000 |
| 52.227-1 | Authorization and Consent | JUL 1995 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | AUG 1996 |
| 52.232-8 | Discounts For Prompt Payment | FEB 2002 |
| 52.232-9 | Limitation On Withholding Of Payments | APR 1984 |
| 52.232-11 | Extras | APR 1984 |
| 52.232-17 | Interest | JUN 1996 |
| 52.232-23 Alt I | Assignment of Claims (Jan 1986) - Alternate I | APR 1984 |
| 52.232-25 | Prompt Payment | OCT 2003 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | OCT 2003 |
| 52.233-1 | Disputes | JUL 2002 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-1 Alt I | Changes--Fixed Price (Aug 1987) - Alternate I | APR 1984 |
| 52.244-6 | Subcontracts for Commercial Items | JUL 2004 |
| 52.246-25 | Limitation Of Liability--Services | FEB 1997 |

| | | |
|--------------------|---|----------|
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | MAY 2004 |
| 52.249-8 | Default (Fixed-Price Supply & Service) | APR 1984 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | MAR 1999 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 Alt A | Required Central Contractor Registration Alternate A | NOV 2003 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | MAR 1998 |
| 252.215-7000 | Pricing Adjustments | DEC 1991 |
| 252.225-7001 | Buy American Act And Balance Of Payments Program | APR 2003 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors | APR 2003 |
| 252.225-7012 | Preference For Certain Domestic Commodities | JUN 2004 |
| 252.225-7031 | Secondary Arab Boycott Of Israel | APR 2003 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | MAR 1998 |
| 252.244-7000 | Subcontracts for Commercial Items and Commercial Components (DoD Contracts) | MAR 2000 |
| 252.247-7023 | Transportation of Supplies by Sea | MAY 2002 |

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by

such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other

rights and remedies provided by law, regulation, or under this contract.

(End of clause)

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)

52.217-8 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 of contract expiration.

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years and 6 months.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in

accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein 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) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services

called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may

enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu

thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

- (b) The contract price includes all applicable Federal, State, and local taxes and duties.
- (c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
- (d) The contract price shall be decreased by the amount of any after-relieved Federal tax.
- (e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

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.acq.osd.mil/dp/dars/dfars.html>

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

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

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.000-3012 CORPORATE CERTIFICATE/ AUTHORITY TO BIND PARTNERSHIP

If the bid is submitted by a corporation or partnership, the applicable form listed below must be completed. In the alternative, other evidence must be submitted to substantiate the authority of the person signing the bid. If a corporation, the same officer shall not execute both the bid and the certificate.

CORPORATE CERTIFICATE

I _____, certify that I am the _____ (*corporate officer title*) of the corporation named as Bidder/Contractor herein; that _____ who signed this bid/contract on behalf of the Bidder/Contractor was then _____ (*title*) of said corporation; that said bid/contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ (*signature required*) (Corporate Seal)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names and signatures of all partners are listed below and that the person signing the bid had authority to actually bind the partnership pursuant to its partnership agreement. Each of the partners individually has authority to enter into and execute contractual instruments, on behalf of said partnership, with the United States of America, except as follows: (State "none" or describe limitations, if any.)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by the Contracting Officer.

(Names and signatures of all partners)

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

52 Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) 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.

(e) 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 _____

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) 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 public (Federal, state, or local) 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

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541720.

(2) The small business size standard is \$6,000,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(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.

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

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

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

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

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

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(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.

(c) Definitions. As used in this provision--

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 service-disabled 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 the size standard in paragraph (a) of this provision.

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; 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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment,

affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

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

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

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

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

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

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

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

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

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

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

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

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

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

(C) Major group codes 20 through 39.

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

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

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

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

Section L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Proposal Format and Submittal Package

To aid in the evaluation of proposals, the following guidance is provided to Offerors in the development of their proposals:

- Pages containing text shall be double spaced, typewritten or typeset on 8-1/2 x 11- inch paper with a minimum of one-inch margins.
- Font shall be Times New Roman and not less than 10 point.
- Proposal length shall not exceed 50 pages in length (the Pricing Proposal pages are not included in this limit).
- Proposals may be submitted in three ring binders, report covers or other such devices, to allow for a distinction between the Technical Proposal and the Pricing Proposal.
- Binders will not be permanently bound.
- Proposals shall be separated into two separate binders/report covers:
 - Volume I – Technical Proposal
 - Volume II – Pricing Proposal
- As each proposal shall describe and/or provide various elements of their ability to meet the tasks associated with the solicitation, it should be specific and complete in every detail. The proposal should be prepared simply and economically, providing straightforward, concise delineation of capabilities to perform satisfactorily the contract being sought.
- The proposal should address each request for information in the same order in which it is requested. The paragraph number and body text of the paragraph should be restated. The data required to address the request should then follow.
- It is the offeror's responsibility to insure the completeness of his technical proposal. All proposals will be evaluated solely on the basis of what is submitted prior to the proposal receipt date indicated on the SF 18. The Government will not assume that an offeror possesses any capability unless specified in the proposal.

1) GENERAL PLAN OF WORK --A complete statement of the suggested plan or strategies for carrying out and managing the work. The proposal should contain:

1. The strategy for managing all elements of work; an organizational outline;
2. The relation of the contract to the overall company structure and staff time allotted to other commitments;
3. The function and responsibilities of subcontractors, if subcontractors are not being considered, so state;
4. Any anticipated logistical problems or constraints.

2) QUALIFICATIONS/KNOWLEDGE OF CENTRAL IDAHO ARCHEOLOGY --

Offerors will illustrate that key project personnel, collectively, have the ability, through application of professional knowledge and experience, to interpret the local history and prehistory of the Dworshak Reservoir in central Idaho. Submit resumes of all supervisory personnel and personnel who will be project leaders/crew chiefs for this contract. Offerors should demonstrate they have the personnel to satisfactorily complete the work. If subcontractors will be

utilized in fulfilling this contract, provide information as stated above that demonstrates their qualifications and/or knowledge.

3) PAST PERFORMANCE -- Offerors should list contracts of a nature and complexity similar to this contract that they were awarded or performed within the past three (3) years, or currently in force. The Offeror should include the following information for each contract.

1. Name, address, phone number of the contracting organization, the COR and the CO.
2. Contract number, type and dollar amount.
3. Brief description of contract work, scope, and responsibilities.
4. List any special problems encountered during executing services under the contract. Point out all actions taken on your part to adapt to the customer's needs and requirements for changes.
5. Information on performance quality, schedule reliability and completion within or below cost and time estimates.

4) PRICE – The Offeror shall submit an itemized project cost proposal with the proposal package. This will include providing a cost estimate and number of hours for each listed task as well as 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.

Offerors will illustrate that key project personnel, collectively, have the ability, through application of professional knowledge and experience, to interpret the local history and prehistory of the Dworshak Reservoir. Submit resumes of all supervisory personnel and personnel who will be project leaders/crew chiefs for this contract. Offerors should demonstrate they have the personnel to satisfactorily complete the work. If subcontractors will be utilized in fulfilling this contract, provide information as stated above that demonstrates their qualifications and/or knowledge.

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) 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 number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. 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 Subpart 32.11) for the same parent concern.

(b) 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 name.

(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).

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, 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 proposal or revision is due.

(ii)(A) Any proposal, modification, or revision 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--

(1) 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 proposals; or

(2) 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

(3) It is the only proposal received.

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

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

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals 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.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent

provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

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

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Yvonne Finley, Contracting Officer, 201 North 3rd Avenue, Walla Walla, WA 99362

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

53 The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section M - Evaluation Factors for Award

SECTION M - EVALUATION FACTORS

The Government will make award to the responsible offeror whose offer conforms to the solicitation and represents the best value to the government, cost or price and technical factors listed below considered. For this solicitation, the factors other than cost or price, when combined are significantly more important than cost or price. As proposals become more equal in technical merit, the evaluated cost or price becomes more important.

- General Plan of Work
- Qualifications/Knowledge of Idaho State Archeology
- Past Performance
- Price

QUALIFICATIONS OF OFFERORS:

- Offers will be considered only from Offerors who are regularly established in the business called for,
- Who can provide a principal investigator and crew chief(s) that meet the Secretary of Interior's Standards for the specific technical specialty (e.g. historian, architectural historian, prehistoric archeologist) as defined on pp. 44738-44739 of the Standards and Guidelines,
- Who are financially responsible and have the necessary equipment and personnel to furnish service in the volume required under this Contract,
- The Offeror must show evidence of his/her reliability, ability, and experience,
- Past performance information is an indicator of an Offeror's ability to perform the contract, Offeror's should identify Federal, state, and local government, and private contracts performed by the Offeror's that were similar in nature to the contract being evaluated, so that the Government may verify the Offeror's past performance on these contracts.

The Government will evaluate proposals submitted in response to this solicitation, which meet the requirements in accordance with the factors listed below. Failure to provide the minimal information needed for each factor may result in the proposal being rejected as nonresponsive.

This section is intended to explain the rationale and minimum criteria by which offers, resulting from the request for quote, will be evaluated by the Government. Offerors shall prepare quotes with these criteria in mind, both in terms of content and organization, in order to assist the Contracting Officer in determining the relative merit of proposals. Offerors are advised that they are not restricted in what is presented in their quotes as long as sufficient materials are provided to allow evaluation of specific elements of quotes as defined by the evaluation factors.

The factors in their descending order of importance are:

Factor 1, General Plan of Work: The plan of work will be reviewed and evaluated based on the proposed strategy presented and capacity for accomplishing the work as outlined in Section L***.

Factor 2, Qualification/Knowledge of Idaho State Archeology: This sub-factor will examine the firm's experience in conducting field archeology investigations in Idaho, complexity of experience, and experience in documenting findings in monitoring reports according to SHPO guidelines.

Factor 3, Past Performance: This factor will be examined and an evaluation of the offeror's previous customers and contracts. Companies should be listed from current work up to the last three years. Evaluation will be based on quality of service, timeliness, and customer satisfaction.

Factor 4, Price: The price will be reviewed as part of the evaluation of this proposal. This factor is examined in order to determine the proposed cost to the Government. The Government will attempt to identify and weigh the trade-offs of the technical and past performance that could cause a given proposal to cost more, or less than others.

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| 03042 - Computer Operator II | 13.12 |
| 03043 - Computer Operator III | 15.33 |
| 03044 - Computer Operator IV | 17.87 |
| 03045 - Computer Operator V | 18.89 |
| 03071 - Computer Programmer I (3) | 16.02 |
| 03072 - Computer Programmer II (3) | 20.80 |
| 03073 - Computer Programmer III (3) | 24.13 |
| 03074 - Computer Programmer IV (3) | 27.62 |
| 03101 - Computer Systems Analyst I (3) | 22.13 |
| 03102 - Computer Systems Analyst II (3) | 25.82 |
| 03103 - Computer Systems Analyst III (3) | 27.62 |
| 03160 - Peripheral Equipment Operator | 11.17 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automotive Body Repairer, Fiberglass | 15.72 |
| 05010 - Automotive Glass Installer | 13.21 |
| 05040 - Automotive Worker | 13.06 |
| 05070 - Electrician, Automotive | 13.39 |
| 05100 - Mobile Equipment Servicer | 10.67 |
| 05130 - Motor Equipment Metal Mechanic | 14.69 |
| 05160 - Motor Equipment Metal Worker | 13.06 |
| 05190 - Motor Vehicle Mechanic | 14.69 |
| 05220 - Motor Vehicle Mechanic Helper | 10.67 |
| 05250 - Motor Vehicle Upholstery Worker | 12.34 |
| 05280 - Motor Vehicle Wrecker | 13.06 |
| 05310 - Painter, Automotive | 13.95 |
| 05340 - Radiator Repair Specialist | 14.17 |
| 05370 - Tire Repairer | 10.02 |
| 05400 - Transmission Repair Specialist | 14.69 |
| 07000 - Food Preparation and Service Occupations | |
| (not set) - Food Service Worker | 7.95 |
| 07010 - Baker | 10.33 |
| 07041 - Cook I | 7.80 |
| 07042 - Cook II | 9.05 |
| 07070 - Dishwasher | 7.20 |
| 07130 - Meat Cutter | 12.63 |
| 07250 - Waiter/Waitress | 7.64 |
| 09000 - Furniture Maintenance and Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 12.32 |
| 09040 - Furniture Handler | 10.87 |
| 09070 - Furniture Refinisher | 12.32 |
| 09100 - Furniture Refinisher Helper | 10.87 |
| 09110 - Furniture Repairer, Minor | 10.90 |
| 09130 - Upholsterer | 12.32 |
| 11030 - General Services and Support Occupations | |
| 11030 - Cleaner, Vehicles | 7.89 |
| 11060 - Elevator Operator | 8.46 |
| 11090 - Gardener | 11.27 |
| 11121 - House Keeping Aid I | 7.96 |
| 11122 - House Keeping Aid II | 8.48 |
| 11150 - Janitor | 8.81 |
| 11210 - Laborer, Grounds Maintenance | 9.54 |
| 11240 - Maid or Houseman | 7.46 |
| 11270 - Pest Controller | 12.50 |
| 11300 - Refuse Collector | 12.20 |
| 11330 - Tractor Operator | 12.53 |
| 11360 - Window Cleaner | 9.29 |
| 12000 - Health Occupations | |
| 12020 - Dental Assistant | 12.92 |
| 12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 11.94 |
| 12071 - Licensed Practical Nurse I | 11.40 |
| 12072 - Licensed Practical Nurse II | 12.77 |
| 12073 - Licensed Practical Nurse III | 14.29 |
| 12100 - Medical Assistant | 10.86 |
| 12130 - Medical Laboratory Technician | 15.05 |
| 12160 - Medical Record Clerk | 11.24 |
| 12190 - Medical Record Technician | 13.54 |

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| 12221 - Nursing Assistant I | 8.73 |
| 12222 - Nursing Assistant II | 9.82 |
| 12223 - Nursing Assistant III | 10.71 |
| 12224 - Nursing Assistant IV | 12.01 |
| 12250 - Pharmacy Technician | 12.19 |
| 12280 - Phlebotomist | 12.94 |
| 12311 - Registered Nurse I | 19.43 |
| 12312 - Registered Nurse II | 22.14 |
| 12313 - Registered Nurse II, Specialist | 22.14 |
| 12314 - Registered Nurse III | 26.37 |
| 12315 - Registered Nurse III, Anesthetist | 47.38 |
| 12316 - Registered Nurse IV | 29.53 |
| 13000 - Information and Arts Occupations | |
| 13002 - Audiovisual Librarian | 17.79 |
| 13011 - Exhibits Specialist I | 12.41 |
| 13012 - Exhibits Specialist II | 15.85 |
| 13013 - Exhibits Specialist III | 18.81 |
| 13041 - Illustrator I | 12.41 |
| 13042 - Illustrator II | 15.38 |
| 13043 - Illustrator III | 18.81 |
| 13047 - Librarian | 17.05 |
| 13050 - Library Technician | 10.47 |
| 13071 - Photographer I | 11.51 |
| 13072 - Photographer II | 14.71 |
| 13073 - Photographer III | 16.49 |
| 13074 - Photographer IV | 20.27 |
| 13075 - Photographer V | 24.92 |
| 15000 - Laundry, Dry Cleaning, Pressing and Related Occupations | |
| 15010 - Assembler | 7.12 |
| 15030 - Counter Attendant | 7.12 |
| 15040 - Dry Cleaner | 8.36 |
| 15070 - Finisher, Flatwork, Machine | 7.12 |
| 15090 - Presser, Hand | 7.12 |
| 15100 - Presser, Machine, Drycleaning | 7.12 |
| 15130 - Presser, Machine, Shirts | 7.12 |
| 15160 - Presser, Machine, Wearing Apparel, Laundry | 7.12 |
| 15190 - Sewing Machine Operator | 8.90 |
| 15220 - Tailor | 9.48 |
| 15250 - Washer, Machine | 7.46 |
| 19000 - Machine Tool Operation and Repair Occupations | |
| 19010 - Machine-Tool Operator (Toolroom) | 12.32 |
| 19040 - Tool and Die Maker | 18.45 |
| 21000 - Material Handling and Packing Occupations | |
| 21010 - Fuel Distribution System Operator | 14.10 |
| 21020 - Material Coordinator | 16.64 |
| 21030 - Material Expediter | 16.64 |
| 21040 - Material Handling Laborer | 10.54 |
| 21050 - Order Filler | 10.95 |
| 21071 - Forklift Operator | 11.89 |
| 21080 - Production Line Worker (Food Processing) | 11.89 |
| 21100 - Shipping/Receiving Clerk | 10.86 |
| 21130 - Shipping Packer | 11.55 |
| 21140 - Store Worker I | 9.04 |
| 21150 - Stock Clerk (Shelf Stocker; Store Worker II) | 12.55 |
| 21210 - Tools and Parts Attendant | 11.89 |
| 21400 - Warehouse Specialist | 11.89 |
| 23000 - Mechanics and Maintenance and Repair Occupations | |
| 23010 - Aircraft Mechanic | 18.70 |
| 23040 - Aircraft Mechanic Helper | 12.63 |
| 23050 - Aircraft Quality Control Inspector | 20.14 |
| 23060 - Aircraft Servicer | 15.40 |
| 23070 - Aircraft Worker | 16.30 |
| 23100 - Appliance Mechanic | 13.55 |
| 23120 - Bicycle Repairer | 9.30 |
| 23125 - Cable Splicer | 19.84 |
| 23130 - Carpenter, Maintenance | 13.76 |

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| 23140 - Carpet Layer | 14.70 |
| 23160 - Electrician, Maintenance | 18.82 |
| 23181 - Electronics Technician, Maintenance I | 16.76 |
| 23182 - Electronics Technician, Maintenance II | 22.00 |
| 23183 - Electronics Technician, Maintenance III | 26.06 |
| 23260 - Fabric Worker | 14.67 |
| 23290 - Fire Alarm System Mechanic | 15.70 |
| 23310 - Fire Extinguisher Repairer | 13.58 |
| 23340 - Fuel Distribution System Mechanic | 17.27 |
| 23370 - General Maintenance Worker | 14.03 |
| 23400 - Heating, Refrigeration and Air Conditioning Mechanic | 16.05 |
| 23430 - Heavy Equipment Mechanic | 15.97 |
| 23440 - Heavy Equipment Operator | 15.90 |
| 23460 - Instrument Mechanic | 17.86 |
| 23470 - Laborer | 10.54 |
| 23500 - Locksmith | 15.90 |
| 23530 - Machinery Maintenance Mechanic | 17.55 |
| 23550 - Machinist, Maintenance | 14.92 |
| 23580 - Maintenance Trades Helper | 10.91 |
| 23640 - Millwright | 18.99 |
| 23700 - Office Appliance Repairer | 16.60 |
| 23740 - Painter, Aircraft | 14.91 |
| 23760 - Painter, Maintenance | 14.60 |
| 23790 - Pipefitter, Maintenance | 21.17 |
| 23800 - Plumber, Maintenance | 19.04 |
| 23820 - Pneudraulic Systems Mechanic | 17.27 |
| 23850 - Rigger | 17.55 |
| 23870 - Scale Mechanic | 15.36 |
| 23890 - Sheet-Metal Worker, Maintenance | 15.39 |
| 23910 - Small Engine Mechanic | 11.80 |
| 23930 - Telecommunication Mechanic I | 17.78 |
| 23931 - Telecommunication Mechanic II | 20.32 |
| 23950 - Telephone Lineman | 17.78 |
| 23960 - Welder, Combination, Maintenance | 13.96 |
| 23965 - Well Driller | 18.05 |
| 23970 - Woodcraft Worker | 17.55 |
| 23980 - Woodworker | 12.48 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 7.62 |
| 24580 - Child Care Center Clerk | 11.91 |
| 24600 - Chore Aid | 7.71 |
| 24630 - Homemaker | 8.08 |
| 25000 - Plant and System Operation Occupations | |
| 25010 - Boiler Tender | 17.07 |
| 25040 - Sewage Plant Operator | 14.90 |
| 25070 - Stationary Engineer | 17.07 |
| 25190 - Ventilation Equipment Tender | 12.63 |
| 25210 - Water Treatment Plant Operator | 14.90 |
| 27000 - Protective Service Occupations | |
| (not set) - Police Officer | 21.40 |
| 27004 - Alarm Monitor | 12.39 |
| 27006 - Corrections Officer | 18.00 |
| 27010 - Court Security Officer | 19.14 |
| 27040 - Detention Officer | 18.00 |
| 27070 - Firefighter | 18.02 |
| 27101 - Guard I | 9.84 |
| 27102 - Guard II | 13.71 |
| 28000 - Stevedoring/Longshoremen Occupations | |
| 28010 - Blocker and Bracer | 14.93 |
| 28020 - Hatch Tender | 14.93 |
| 28030 - Line Handler | 14.93 |
| 28040 - Stevedore I | 13.53 |
| 28050 - Stevedore II | 16.28 |
| 29000 - Technical Occupations | |
| 21150 - Graphic Artist | 15.76 |
| 29010 - Air Traffic Control Specialist, Center (1) | 29.93 |

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| 29011 - Air Traffic Control Specialist, Station (1) | 20.63 |
| 29012 - Air Traffic Control Specialist, Terminal (1) | 22.72 |
| 29023 - Archeological Technician I | 14.07 |
| 29024 - Archeological Technician II | 15.74 |
| 29025 - Archeological Technician III | 19.51 |
| 29030 - Cartographic Technician | 16.29 |
| 29035 - Computer Based Training (CBT) Specialist/ Instructor | 20.12 |
| 29040 - Civil Engineering Technician | 16.74 |
| 29061 - Drafter I | 14.94 |
| 29062 - Drafter II | 16.26 |
| 29063 - Drafter III | 20.76 |
| 29064 - Drafter IV | 23.22 |
| 29081 - Engineering Technician I | 13.25 |
| 29082 - Engineering Technician II | 14.44 |
| 29083 - Engineering Technician III | 18.43 |
| 29084 - Engineering Technician IV | 20.66 |
| 29085 - Engineering Technician V | 24.25 |
| 29086 - Engineering Technician VI | 25.57 |
| 29090 - Environmental Technician | 21.18 |
| 29100 - Flight Simulator/Instructor (Pilot) | 23.00 |
| 29160 - Instructor | 20.84 |
| 29210 - Laboratory Technician | 15.80 |
| 29240 - Mathematical Technician | 22.25 |
| 29361 - Paralegal/Legal Assistant I | 13.30 |
| 29362 - Paralegal/Legal Assistant II | 15.58 |
| 29363 - Paralegal/Legal Assistant III | 18.09 |
| 29364 - Paralegal/Legal Assistant IV | 23.05 |
| 29390 - Photooptics Technician | 23.22 |
| 29480 - Technical Writer | 21.81 |
| 29491 - Unexploded Ordnance (UXO) Technician I | 19.02 |
| 29492 - Unexploded Ordnance (UXO) Technician II | 23.01 |
| 29493 - Unexploded Ordnance (UXO) Technician III | 27.58 |
| 29494 - Unexploded (UXO) Safety Escort | 19.02 |
| 29495 - Unexploded (UXO) Sweep Personnel | 19.02 |
| 29620 - Weather Observer, Senior (2) | 19.81 |
| 29621 - Weather Observer, Combined Upper Air and Surface Programs (2) | 16.21 |
| 29622 - Weather Observer, Upper Air (2) | 16.21 |
| 31000 - Transportation/ Mobile Equipment Operation Occupations | |
| 31030 - Bus Driver | 11.22 |
| 31260 - Parking and Lot Attendant | 7.62 |
| 31290 - Shuttle Bus Driver | 10.96 |
| 31300 - Taxi Driver | 8.54 |
| 31361 - Truckdriver, Light Truck | 11.47 |
| 31362 - Truckdriver, Medium Truck | 12.56 |
| 31363 - Truckdriver, Heavy Truck | 14.84 |
| 31364 - Truckdriver, Tractor-Trailer | 14.84 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Animal Caretaker | 8.63 |
| 99030 - Cashier | 7.81 |
| 99041 - Carnival Equipment Operator | 8.84 |
| 99042 - Carnival Equipment Repairer | 10.68 |
| 99043 - Carnival Worker | 7.49 |
| 99050 - Desk Clerk | 7.62 |
| 99095 - Embalmer | 19.02 |
| 99300 - Lifeguard | 9.99 |
| 99310 - Mortician | 22.81 |
| 99350 - Park Attendant (Aide) | 12.55 |
| 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech) | 9.99 |
| 99500 - Recreation Specialist | 11.95 |
| 99510 - Recycling Worker | 12.37 |
| 99610 - Sales Clerk | 10.03 |
| 99620 - School Crossing Guard (Crosswalk Attendant) | 9.96 |
| 99630 - Sport Official | 9.99 |
| 99658 - Survey Party Chief (Chief of Party) | 16.62 |
| 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.) | 15.11 |
| 99660 - Surveying Aide | 11.26 |

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| 99690 - Swimming Pool Operator | 11.70 |
| 99720 - Vending Machine Attendant | 10.47 |
| 99730 - Vending Machine Repairer | 13.46 |
| 99740 - Vending Machine Repairer Helper | 10.12 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

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

HOLIDAYS: A minimum of 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):

3) 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)

1) 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.

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

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.