



United States
Department of
Agriculture

Agricultural
Research
Service

Pacific West Area

800 Buchanan Street
Albany, California
94710

January 27, 1992

PP → N

NCY
3062

to be filed
01-1666

NCY

Mr. Larry Seto, SHMS
Department of Environmental Health
Hazardous Material Program
80 Swan Way, Rm. 200
Oakland, CA 94621

(WESTERN REGIONAL RESEARCH
CENTER)

RE: INVESTIGATION OF LUST WRRC ALBANY, CA

Dear Mr. Seto:

The Agricultural Research Service (ARS), Pacific West Area (PWA), is pleased to provide a copy of the Request for Proposal (RFP) No. 52-91H2-92, for performance of investigation of leaking underground storage tanks (LUSTs) at Western Regional Research Center, 800 Buchanan Street, Albany, CA 94701 as requested in your letter of May 7, 1991.

This project is the result of ARS' effort to identify/eliminate potential hazardous waste sites at our Location under authority of the Resource Conservation and Recovery Act (RCRA) and California Safe Drinking Water Act of 1976. It is being undertaken to verify that the LUSTs caused no harm to the environment.

By my earlier letter, I had invited you and the Regional Water Quality Control Board to participate in this project. This RFP is being provided to give you an opportunity to review it and comment, if you choose.

ARS invites you to assume an active role in this project, particularly in reviewing this RFP and the subsequent sampling-and-analysis plan which will be submitted by the successful contractor. Regardless of the role you choose now, your office will be sent a copy of all the documentation regarding this project and the final report for review and concurrence.

If you have any questions or wish additional information, please do not hesitate to contact me. I may be reached at (510) 559-6004.

Sincerely,

ALVIN HUMPHREY
Area Safety and Health Manager

Enclosure

cc:

- ✓ R. Hydeth, TRWQCB (W/encl)
- C. Reder, AAO, PWA
- T. Betschart, Director, WRRC
- J. Tsukahira, SSS, Albany
- G. Fleming, PE, WRRC

PP → N

(121)

Solvent UST
cases

Solvent or
not - UST
in UST

ES

CONTRACT PRICING PROPOSAL COVER SHEET

1. SOLICITATION/CONTRACT/MODIFICATION NO.

FORM APPROVED OMB NO.

3090-0116

NOTE: This form is used in contract actions if submission of cost or pricing data is required. (See FAR 15.804-6(b))

2. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT

3B. TELEPHONE NO.

4. TYPE OF CONTRACT ACTION (Check)

A. NEW CONTRACT

D. LETTER CONTRACT

B. CHANGE ORDER

E. UNPRICED ORDER

C. PRICE REVISION/ REDETERMINATION

F. OTHER (Specify)

5. TYPE OF CONTRACT (Check)

- FFP CPFF CPIF CPAF
 FPI OTHER (Specify)

6. PROPOSED COST (A+B=C)

A. COST	B. PROFIT/FEE	C. TOTAL
\$	\$	\$

7. PLACE(S) AND PERIOD(S) OF PERFORMANCE

8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)

A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REF.

9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If available)

A. CONTRACT ADMINISTRATION OFFICE	B. AUDIT OFFICE

10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," identify)

YES NO

11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B)

YES NO

11B. TYPE OF FINANCING (✓ one)

- ADVANCE PAYMENTS PROGRESS PAYMENTS
 GUARANTEED LOANS

12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s))

YES NO

13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? (If "No," explain)

YES NO

14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)

A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal)

YES NO

B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 or 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate)

YES NO

C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)

YES NO

D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)

YES NO

This proposal is submitted in response to the RFP contract, modification, etc. in Item 1 and reflects our best estimates and/or actual costs as of this date.

15. NAME AND TITLE (Type)

16. NAME OF FIRM

17. SIGNATURE

18. DATE OF SUBMISSION

TABLE 15-2 INSTRUCTIONS FOR SUBMISSION OF A CONTRACT PRICING PROPOSAL

1. SF 1411 provides a vehicle for the offeror to submit to the Government a pricing proposal of estimated and/or incurred costs by contract line item with supporting information, adequately cross-referenced, suitable for detailed analysis. A cost-element breakdown, using the applicable format prescribed in 7A, B, or C below, shall be attached for each proposed line item and must reflect any specific requirements established by the contracting officer. Supporting breakdowns must be furnished for each cost element, consistent with offeror's cost accounting system.

When more than one contract line item is proposed, summary total amounts covering all line items must be furnished for each cost element. If agreement has been reached with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature. Depending on offeror's system, breakdowns shall be

(FAC 90-4) 15-23

provided for the following basic elements of cost, as applicable:

- Materials**—Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price.
- Competitive Methods**—For those acquisitions (e.g., subcontracts, purchase orders, material orders, etc.) over \$100,000 priced on a competitive basis, also provide data showing degree of competition, and the basis for establishing the source and reasonableness of price. For interorganizational transfers priced at other than cost of the comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see 31.205-26(e)).
- Established Catalog or Market Prices/Prices Set by Law or Regulation**—When an exemption from the requirement to submit cost or pricing data is claimed, whether the item was produced by others or by the offeror, provide justification for the exemption as required by 15.804-3(e).
- Noncompetitive Methods**—For those acquisitions (e.g., subcontracts, purchase orders, material orders, etc.) over \$100,000 priced on a noncompetitive basis, also provide data showing the basis for establishing source and reasonableness of price. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost by elements. As required by 15.806-2(a), provide a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is either: (i) \$1,000,000 or more, or (ii) both more than \$100,000 and more than 10 percent of the prime contractor's proposed price. The contracting officer may require submission of cost or pricing data in support of proposals in lower amounts. Submit the results of the analysis of the prospective source's proposal as required by 15.806. When the submission of a prospective source's cost or pricing data is required as described above, it shall be included as part of the offeror's initial pricing proposal.
- Direct Labor**—Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.
- Indirect Costs**—Indicate how offeror has computed and applied offeror's indirect costs, including cost breakdowns, and showing trends and budgetary data, to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.
- Other Costs**—List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.
- Royalties**—If more than \$250, provide the following information on a separate page for each separate royalty or license fee: name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part or model numbers of each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties. In addition, if specifically requested by the contracting officer, provide a copy of the current license agreement and identification of applicable claims of specific patents. (See FAR 27.204 and 31.205-37.)
- Facilities Capital Cost of Money**—When the offeror elects to claim facilities capital cost of money as an allowable cost, the offeror must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).
2. As part of the specific information required, the offeror must submit with offeror's proposal, and clearly identify as such, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.801). In addition, submit with offeror's proposal any information reasonably required to explain offeror's estimating process, including—
 - a. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
 - b. The nature and amount of any contingencies included in the proposed price.
 3. Whenever the offeror has incurred costs for work performed before submission of proposal, those costs must be identified in the offeror's cost/price proposal.
 4. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the contracting officer or an authorized representative. As later information comes into the offeror's possession, it should be promptly submitted to the contracting officer. The requirement for submission of cost or pricing data continues up to the time of final agreement on price.
 5. In submitting offeror's proposal, offeror must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, any future additions and/or revisions, up to the date of agreement on price, must be annotated on a supplemental index.

PART 15—CONTRACTING BY NEGOTIATION

15.804-6

- 6. By submitting offeror's proposal, the offeror, if selected for negotiation, grants the contracting officer or an authorized representative the right to examine, at any time before award, those books, records, documents, and other types of factual information, regardless of form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.
- 7. As soon as practicable after final agreement on price, but before the award resulting from the proposal, the offeror shall, under the conditions stated in FAR 15.804-4, submit a Certificate of Current Cost or Pricing Data.
- 8. HEADINGS FOR SUBMISSION OF LINE-ITEM SUMMARIES:
 - A. New Contracts (including Letter contracts).

COST ELEMENTS	PROPOSED CONTRACT ESTIMATE—TOTAL COST	PROPOSED CONTRACT ESTIMATE—UNIT COST	REFERENCE
(1)	(2)	(3)	(4)

Under Column (1)—Enter appropriate cost elements.

Under Column (2)—Enter those necessary and reasonable costs that in offeror's judgment will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred (e.g., under a letter contract or unpriced order), describe them on an attached supporting schedule. When preproduction or startup costs are significant, or when specifically requested to do so by the contracting officer, provide a full identification and explanation of them.

Under Column (3)—Optional, unless required by the contracting officer.

Under Column (4)—Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

- B. Change Orders, Modifications, and Claims.

COST ELEMENTS	ESTIMATED COST OF ALL WORK DELETED	COST OF DELETED WORK ALREADY PERFORMED	NET COST TO BE DELETED	COST OF WORK ADDED	NET COST OF CHANGE	REFERENCE
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Under Column (1)—Enter appropriate cost elements.

Under Column (2)—Include (i) current estimates of what the cost would have been to complete deleted work not yet performed, and (ii) the cost of deleted work already performed.

Under Column (3)—Include the incurred cost of deleted work already performed, actually computed if possible, or estimated in the contractor's accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if offeror desires to retain these items or any portion of them, indicate the amount offered for them.

Under Column (4)—Enter the net cost to be deleted which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (2) less Column (3) = Column (4).

Under Column (5)—Enter the offeror's estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the contracting officer, provide a full identification and explanation of them. When any of the costs in this column have already been incurred, describe them on an attached supporting schedule.

Under Column (6)—Enter the net cost of change which is the cost of work added, less the net cost to be deleted. When this result is negative, place the amount in parentheses. Column (4) less Column (5) = Column (6).

Under Column (7)—Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

C. Price Revision/Redetermination.

CUTOFF DATE	NUMBER OF UNITS COMPLETED	NUMBER OF UNITS TO BE COMPLETED	CONTRACT AMOUNT	REDETERMINATION PROPOSAL AMOUNT	DIFFERENCE
(1)	(2)	(3)	(4)	(5)	(6)

COST ELEMENTS	INCURRED COST—PREPRODUCTION	INCURRED COST—COMPLETED UNITS	INCURRED COST—WORK IN PROCESS	TOTAL INCURRED COST	ESTIMATED COST TO COMPLETE	ESTIMATED TOTAL COST	REFERENCE
(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)

Under Column (1)—Enter the cut off date required by the contract, if applicable.

Under Column (2)—Enter the number of units completed during the period for which experienced costs of production are being submitted.

Under Column (3)—Enter the number of units remaining to be completed under the contract.

Under Column (4)—Enter the cumulative contract amount.

Under Column (5)—Enter the offeror's redetermination proposal amount.

Under Column (6)—Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parentheses. Column (4) less Column (5) = Column (6).

Under Column (7)—Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.

Under Column (8)—Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from offeror's books and records as of the cutoff date. These include such costs as pre-production engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from offeror's records, enter in this column offeror's best estimates. Explain the basis for each estimate and how the costs are charged on offeror's accounting records (e.g., included in production costs as direct engineering labor, charged to manufacturing overhead, etc.). Also show how the costs would be allocated to the units at their various stages of contract completion.

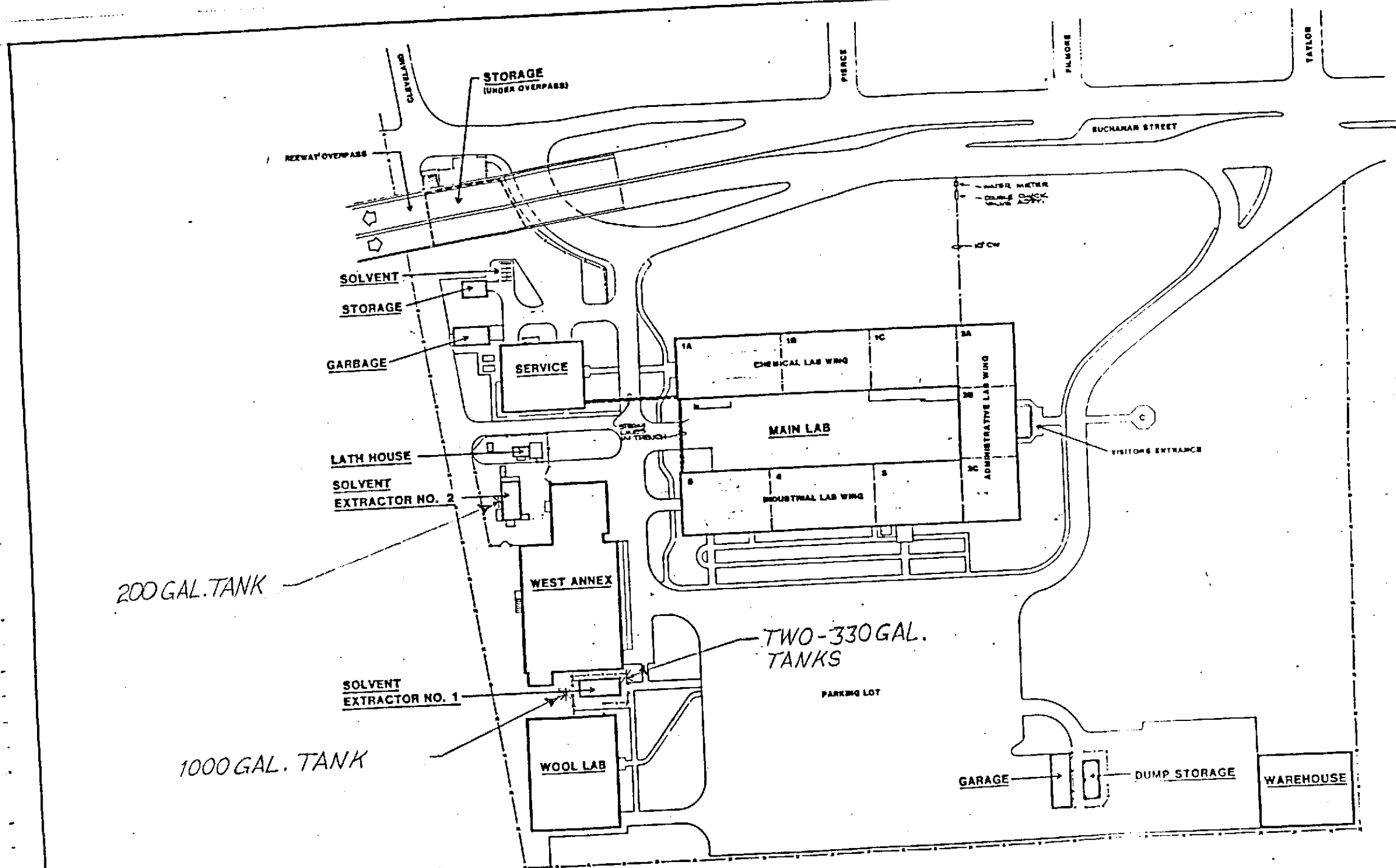
Under Columns (9) and (10)—Enter in Column (9) the production costs from offeror's books and records (exclusive of preproduction costs reported in Column (8)) of the units completed as of the cutoff date. Enter in Column (10) the costs of work in process as determined from offeror's records or inventories at the cutoff date. When the amounts for work in process are not available in contractor's records but reliable estimates for them can be made, enter the estimated amounts in Column (10) and enter in Column (9) the differences between the total incurred costs (exclusive of preproduction costs) as of the cutoff date and these estimates. Explain the basis for the estimates, including identification of any provision for experienced or anticipated allowances, such as shrinkage, rework, design changes, etc. Furnish experienced unit or lot costs (or labor hours) from inception of contract to the cutoff date, improvement curves, and any other available production cost history pertaining to the item(s) to which offeror's proposal relates.

Under Column (11)—Enter total incurred costs (Total of Columns (8), (9), and (10)).

Under Column (12)—Enter those necessary and reasonable costs that in contractor's judgment will properly be incurred in completing the remaining work to be performed under the contract with respect to the item(s) to which contractor's proposal relates.

Under Column (13)—Enter total estimated cost (Total of Columns (11) and (12)).

Under Column (14)—Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.



200 GAL. TANK

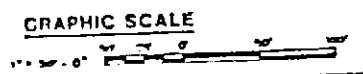
TWO-330 GAL. TANKS

1000 GAL. TANK

SITE PLAN
SCALE: 1" = 20'-0"



ENCLOSURE (1)
SHEET 1 OF 5



U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

Alan E. Moss  Division of
 Director Wage Determinations

LOCALITY	State: California
	Area: CA COUNTIES: ALAMEDA, CONTRA COSTA

Wage Determination No.: 87-0044 (Rev. 9) Date: 06/13/1991

Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments			
		Health & Welfare	Vacation	Holiday	Other

Administrative Support and Clerical Occupations:

1. Accounting Clerk I	\$ 9.92
2. Accounting Clerk II	\$ 10.35
3. Accounting Clerk III	\$ 10.76
4. Accounting Clerk IV	\$ 12.26
5. Dispatcher, Motor Vehicle	\$ 8.90
6. Driver Messenger	\$ 11.18
7. File Clerk I	\$ 7.07
8. File Clerk II	\$ 7.82
9. File Clerk III	\$ 9.90
10. Audiovisual Services Clerk (Film/Tape Librarian)	\$ 10.49
11. Inventory Clerk	\$ 9.34
12. Mail Clerk	\$ 7.75
13. Messenger	\$ 8.36
14. Order Clerk I	\$ 9.90
15. Order Clerk II	\$ 12.94
16. Payroll Clerk	\$ 11.67
17. Production Control Clerk	\$ 10.61
18. Receptionist	\$ 8.90
19. Scheduler, Maintenance	\$ 10.49
20. Secretary I	\$ 10.49
21. Secretary II	\$ 11.18

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Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments			
		Health & Welfare	Vacation	Holiday	Other

22. Secretary III	\$ 13.08
23. Secretary IV	\$ 14.58
24. Secretary V	\$ 17.84
25. Stenographer I	\$ 11.81
26. Stenographer II	\$ 13.41
27. Supply Clerk/Storeworker/ Shelf Stocker/Store Clerk	\$ 9.34
28. Supply Technician	\$ 10.43
29. Switchboard Operator	\$ 8.90
30. Switchboard Operator- Receptionist	\$ 8.90
31. Transcribing-Machine Typist	\$ 11.00
32. Typist I	\$ 8.92
33. Typist II	\$ 11.00
34. Word Processor I	\$ 11.02
35. Word Processor II	\$ 12.50
36. Reservation Agent-in-charge	\$ 17.84
37. Lead Reservation Clerk	\$ 14.58
38. Reservation Clerk	\$ 13.08

Fringe benefits applicable to all classes of service employees engaged in contract performance:

1/

2/

3/

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LOCALITY	State: California
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Wage Determination No.: 87-0044 (Rev. 9) Date: 06/13/1991

Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments			
		Health & Welfare	Vacation	Holiday	Other

1/ HEALTH & WELFARE: \$.59 an hour or \$23.60 a week or \$102.26 a month.

2/ VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years; 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility.
 (Reg. 4.173)

3/ HOLIDAYS: 10 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.)

NOTE: 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 procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. A written report of the proposed conforming action, 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, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all 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 4)

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 \$3.80 a week (or 76 cents a day); and effective April 1, 1991, the rate shall be \$4.25 per week (or \$.85 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.

NOTE: The duties of employees under job titles listed are those described in the Service Contract Act Directory of Occupations, Second Edition, July 1986, unless otherwise indicated. See also 29 CFR Part 4 Section 4.152.

***** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS *****

RESERVATION AGENT-IN-CHARGE

Develops itineraries for worldwide travel regardless of complexity and, using an airline reservation computer system, arranges reservation and ticketing service to meet business requirements and schedules. Determines authorized and cost effective modes, carriers and routings and arranges rental car service. Is the working supervisor for a travel section consisting of two or more reservation clerks, or may be designated as a site supervisor at a small branch location.

LEAD RESERVATION CLERK

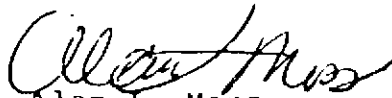
Develops more difficult and unique itineraries for worldwide travel and using an airline reservation computer system, arranges reservation and ticketing service to meet business requirements and schedules. Determines authorized and cost effective modes, carriers and routings and arranges rental car service. Acts as a "trouble shooter" for other reservation clerks and provides guidance and assistance with unusual or difficult routings.

RESERVATION CLERK

Develops relatively routine and less complicated itineraries for worldwide travel and, using an airline reservation computer system, arranges business requirements and schedules. Determines authorized and cost effective modes, carriers and routings and arranges rental car service.

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 By direction of the Secretary of Labor



Alan L. Moss
 Director

Division of
 Wage Determinations

LOCALITY	State: <u>California, Nevada, Oregon, Washington</u>	CA
	Area: <u>Statewide</u>	

Wage determination number: 89-438 (Rev-2) Date: 4/26/90

Class of service employee	Minimum hourly wage	Fringe benefit payments			
		Health & Welfare	Vacation	Holiday	Other

Employed on contracts for oil and gas extraction and other drilling operation services in the above LOCALITY:

- | | |
|-----------------------------|---------|
| 1. Derrick Operators | \$12.93 |
| 2. Driller, Rotary | 13.38 |
| 3. Electrician, Maintenance | 15.16 |
| 4. Floor Worker, Rotary | 9.99 |
| 5. Gasplant Operator | 14.91 |
| 6. Mechanic, Maintenance | 15.19 |
| 7. Motor Operators | 11.36 |
| 8. Pumper | 14.60 |
| 9. Roustabouts | 11.79 |
| 10. Truckdriver | 13.56 |
| 11. Wellers, Oil Field | 14.17 |

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Division of
 Wage Determinations

LOCALITY	State: California, Nevada, Oregon, Washington	CA
	Area: Statewide	

Wage determination number: 89-438 (Rev-2)	Date: 4/26/90
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Class of service employees	Minimum hourly wage	Fringe benefit payments			
		Health & Welfare	Vacation	Holiday	Other

Fringe benefits applicable to classes of service employees engaged in contract performance:

- | | <u>1/</u> | <u>2/</u> | <u>3/</u> |
|---|-----------|-----------|-----------|
| <u>1/</u> \$.59 an hour or \$23.60 a week or \$102.26 a month | | | |
| <u>2/</u> 2 weeks paid vacation after 1 year of service with contractor or successor: 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. | | | |
| <u>3/</u> 10 paid holidays per year: New Years' 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. | | | |

JOB DESCRIPTIONSDerrick Operator (Drillers, Oil Well)

Works on a rotary drilling rig, assisting in raising and lowering casing and drill pipe and in carrying on drilling operations. Work involves: From position near top of rig, guiding and attaching or detaching elevator to or from upper end of sections of casing or drill pipe as it is being run into or pulled out of well; tending slush or mud pumps which circulate a heavy mixture of clay and water through a drill pipe to flush out drillings and cool bit; cleaning, oiling, greasing, inspecting, and repairing pulley, blocks, and cables that are used to raise and lower casing and drill pipe; and assisting rotary driller to regulate valves in controlling flow of oil when well is brought in (first begins flowing).

Driller Rotary (Drillers, Oil Well, Core Driller; Well Driller)

Supervises drilling operations and operates draw works that serve as a power distribution center for the raising and lowering of drill pipe and casing, and for rotation of drill pipe in the well. Work involves; Manipulating levers and throttles to control speed of rotary table which rotates string of tools, and to regulate the pressure of the tools at the bottom of the well as indicated by a gage; connecting and disconnecting sections of drill pipe as they run into or out of well; selecting drill bits according to nature of strata encountered and changing them when dull or when strata change; manipulating levers, pedals, and brakes to control draw works which supply power necessary to lower and raise drill pipe and casing into and out of well; checking operation of slush pumps to see that fluid, which cools bit, removes cuttings, and seals walls of well with clay, is circulating properly and is of correct consistency; inspecting core or cuttings from well to determine nature of strata drilled through; fishing for and removing equipment lost in well, using special tools at end of drill pipe or cable; and keeping record of location and nature of strata, number of feed advanced per shift, and materials used. May start flow of well by assisting shooter in lowering and setting off a charge of explosives in the strata and control flow of well when it comes in (first begins flowing) by capping it or regulating control valves. Supervises and is assisted by workers, such as derrick operator and rotary floor worker.

Electrician, Maintenance (Drillers, Oil Well)

Performs a variety of electrical trade functions such as the installation, maintenance, or repair of equipment for the generation, distribution, or utilization of electric energy in an establishment. Work involves most of the following: Installing or repairing any of a variety

of electrical equipment such as generators, transformers, switchboards, controllers, circuit breakers, motors, heating units, conduit systems, or other transmission equipment; working from blueprints, drawings, layouts, or other specifications; locating and diagnosing trouble in the electrical system or equipment; working standard computations relating to load requirements of wiring or electrical equipment; and using a variety of electrician's handtools and measuring and testing instruments. In general, the work of the maintenance electrician requires rounded training and experience usually acquired through a formal apprenticeship or equivalent training and experience.

Floor Worker, Rotary (Extractive occupations, not elsewhere classified)
(Rotary driller helper; rotary helper; roughneck)

Assists in drilling operations and in running drill pipe and casing in and out of well. Work involves: Guiding lower end of sections of drill pipe and casing to or from well opening as derrick operator handles upper end in running sections into or out of well; racking or unracking drill pipe sections in order of removal; helping connect or disconnect joints between sections, using tongs or chain wrenches to grip and turn pipe; inserting and removing slips (curved metal wedges) used at top of well to hold drill pipe at desired point when it is being run into or out of well; operating a cathead (power-driven winch), the cable of which is attached to the tongs or wrench to loosen or tighten the joints; digging ditches, racking tools, and cleaning up drilling floor or around rig; and assisting in making repairs to drilling machinery, slush pumps, and derrick.

Gas Plant Operator (Gas-producer)

Operates automatically controlled natural-gas treating unit in oil or gas field to render gas suitable for fuel and for pipelining transportation. Work involves most of the following: Opening valves to admit gas and specified chemicals into treating vessel where moisture is absorbed and impurities removed; adjusting control of auxiliary equipment, such as pumps, heating coils, and cooling tower; reading temperature and pressure gages and adjusts controls to keep heat and pressure at level of maximum efficiency within safe operating limits; performing routine tests or delivers samples to laboratory to determine qualities of gas, such as B.T.U. value, flame candlepower, and specific gravity, and proportions of elements, such as methane, propane, and natural gasoline; draining samples of boilerwater from treating unit for laboratory analysis; and adding specified chemicals to water to keep heating and cooling systems in working order. May adjust and repair gas meters and governors, using handtools. May change charts on meters equipped with automatic recorders and may advise assist workers repairing regulators (governors) and other control instruments.

Mechanic, Maintenance (Millwrights)

Repairs machinery or mechanical equipment of an establishment. Work involves most of the following: Examining machines and mechanical equipment to diagnose source of trouble; dismantling or partly dismantling machines and performing repairs that mainly involve the use of handtools in scraping and fitting parts; replacing broken or defective parts with items obtained from stock; ordering the production of a replacement part by a machine shop or sending of the machine to a machine shop for major repairs; preparing written specifications for major repairs or for the production of parts ordered from machine shop; reassembling machines; and making all necessary adjustments for operation. In general, the work of a maintenance mechanic requires rounded training and experience usually acquired through a formal apprenticeship or equivalent training and experience. Excluded from this classification are workers whose primary duties involve setting up or adjusting machines.

Motor Operator (Drillers, Oil Well)

Works on a drilling rig. Duties primarily are to run and maintain the engines that provide power for drilling.

Pumper (Miscellaneous Material-Moving Equipment Operators)

Operates the power unit (steam, gas, gasoline, electric, or diesel) which drives the oil-well pumps used to lift oil from wells in which natural flow has diminished or ceased. Work includes: Opening and closing valves to regulate flow of oil from well to storage tanks or into pipelines; reading meters and making daily production reports of the amount and quality of oil pumped; checking pressure of separator, which separates natural gas from oil, and making adjustments; lubricating and making minor repairs to pumps; and reporting major breakdowns and well difficulties. May make regular tests of oil for bottom sediment and water.

Roustabout (Extractive Occupations, not elsewhere classified - Laborer)

Performs, upon assignment, any combination of the following tasks in and about oil fields: Digging trenches for drainage around oil wells, storage tanks, and other installations; filling excavations with dirt; loading and unloading trucks by hand or using handtrucks; assisting pumpers in setting up pumps used to pump oil, gas, water, or mud; bailing spilled oil into buckets and barrels; cleaning machinery; cutting down trees and brush around oil field installations; segregating pipe sections on racks in material yard; and connecting tanks and flow lines and performing other miscellaneous pipefitting work. Casual laborers who are hired for sporadic needs and maintenance floor worker (gang pushers) should be excluded from this classification.

Roustabout Cont'd.

Difficulties are sometimes encountered in distinguishing between roustabouts and roughnecks (rotary floor worker). Whenever such difficulties arise, roughnecks should be considered as those workers who assist in the actual drilling operations and those operations alone. Roustabouts are employed after the well is finished. They assist in various other functions encountered in petroleum production.

Truckdriver

Drives a truck in and around oil or gas fields to transport crude petroleum, equipment, work crew, or supplies between battery sites, rail points, and other unloading docks. May also load or unload truck with or without helpers, make minor mechanical repairs, and keep truck in good working order. Driver-salesmen and over-the-road drivers are excluded.

Welder, Oil Field (Welders and Cutters)

Cuts, lays out, fits, and welds sheet metal, cast iron, aluminum, and other metals or alloyed metal parts to fabricate or repair oil field machinery, equipment, and installations such as oil and gas pipe lines and tanks, pressure vessels, pump sections, heavy bases for drilling equipment, drill pipes, or casings. The oil field welder usually operates electric-welding and/or acetylene-welding apparatus.

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 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 actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 a week (or 67 cents a 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.

NOTE: 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming procedure shall be initiated by the contractor prior to the performance of contract work such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved, or, where there is an authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all 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 4).



United States
Department of
Agriculture

Agricultural
Research
Service

Pacific West Area

800 Buchanan Street
Albany, California
94710

Solicitation No.: RFP 52-91H2-92

When submitting your offer, refer to Section L.7 (page 67) of the solicitation for the number of copies which are to be submitted. As stated in the solicitation, your response must consist of the following:

- Volume I - Standard Form of Contract
- Volume II - Technical Proposal
- Volume III - Cost Proposal

Refer to Section L.4 (page 60) for instructions on the preparation of technical and cost or pricing proposals. You are reminded that you should review the complete bid package before submitting your offer. See Section L for information and instructions on submission of offers.

Offers must be submitted to the office shown on page one of the solicitation (blocks 7 and 8), by FEBRUARY 28, 1992, AT 4:00 P.M.

A site visit has been scheduled for Tuesday, January 28, 1992, at 10:00 A.M., at the USDA, Agricultural Research Service, 800 Buchanan Street, Albany, California. Please assemble at the main entrance of the Laboratory. See Section L.10 on page 68 of the solicitation for additional information regarding the site visit.

For information regarding this solicitation contact Rita Abeyta at 510/559-6019.

PROCUREMENT OFFICE
PACIFIC WEST AREA

SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS(15 CFR 350) RATING:

2. CONTRACT NO.	3. SOLICITATION NO. RFP 52-91H2-92	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)
5. DATE ISSUED JANUARY 13, 1992	6. REQUISITION/PURCHASE REQ. NO.	
7. ISSUED BY CODE AGRICULTURAL RESEARCH SERVICE PROCUREMENT OFFICE, ROOM 2012 800 BUCHANAN STREET ALBANY, CA 94710	8. ADDRESS OFFER TO (If other than Item 7) AGRICULTURAL RESEARCH SERVICE PROCUREMENT OFFICE, ROOM 2012 800 BUCHANAN STREET ALBANY, CA 94710	

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 Item 7, until 4:00 P.M. local time on FEBRUARY 28, 1992. CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME: RITA ABEYTA	B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) 510/559-6019
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B	SUPPLIES OR SERVICES AND PRICES/COSTS	
C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	
D	PACKAGING AND MARKING	
E	INSPECTION AND ACCEPTANCE	
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K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

SOLICITATION, OFFER AND AWARD

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)
 10 CALENDAR DAYS _____% 20 CALENDAR DAYS _____% 30 CALENDAR DAYS _____% _____ CALENDAR DAYS _____%

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
---------------	------	---------------	------

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
--	---

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:
 [] 10 U.S.C. 2304(c) () [] 41 U.S.C. 253(c) (0)

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
---	------

24. ADMINISTERED BY (If other than Item 7) CODE _____	25. PAYMENT WILL BE MADE BY CODE _____ USDA, Agricultural Research Service Budget and Fiscal Office 800 Buchanan Street Albany, CA 94710
---	--

26. NAME OF CONTRACTING OFFICER (Type or Print)	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.

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

Item No.	Description of Supplies Services	Qty.	Unit	Amount
B.1	The contractor shall identify and furnish all personnel, materials, equipment, safety gear, and service necessary to achieve the project purpose and schedule, as provided in the Statement of Work, at the USDA, Agricultural Research Service, Albany, California.	1	Job	Total estimated cost \$ _____ Fixed Fee \$ _____ Total estimated cost plus fixed fee \$ _____

SECTION C - DESCRIPTION/SPECIFICATION
/WORK STATEMENT

- C.1 Project Purpose. The purpose of this project is to:
- (a) conduct a soil/ground water investigation, to include the installation of ground water monitoring wells to assess the extent of residual chlorinated solvents in the unsaturated and saturated zones,
 - (b) collect and analyze soil/formation and water samples for specified contaminants, eg., methylene chloride, chloroform
 - (c) describe local soil types, geology, ground water conditions, and hydraulic gradient, using information collected during C-1 (a) and C-1(b),
 - (d) inventory and map water wells within a thousand feet radius of the site of the solvent tanks leak, and
 - (e) prepare a report of the above that includes a recommendation for remediation, if indicated, based on analytical results and applicable contaminant action levels.
- C.2 Site history. Western Regional Research Center (WRRRC), was constructed in the late 1930's. There are two solvent extraction facilities (SEF) at the Location, SEF#1 and SEF#2. SEF#1 is located between the Wool Building and the West Annex Building. SEF#2 is located between the West Annex Building and the Service Building, (see attached map). The USTs located around SEF#1 have been out of service since 1980, and the USTs located around SEF#2 have not been used since October 1989. When these tanks were in operation they used Methylene Chloride, Chloroform, Acetone, and Ethyl Acetate (and possibly some other chlorinated solvents). The soil type in the area is not known. Depth to groundwater varies throughout the day as the site is subject to tidal action from the San Francisco Bay. During the day it can be seen that the groundwater attains a depth of approximately four (4) feet below ground level. Direction of groundwater movement has not been determined and any local water withdrawal is not known.

- C.2.1 Project summary and specifications. The contractor shall identify and furnish all personnel, materials, equipment, safety gear, and service necessary to achieve the project purpose and schedule, as provided below. All work shall be performed using Environmental Protection Agency (EPA), Tri-Regional Water Quality Control Board (TRWQC), and Alameda County, Department of Health Services approved methods and procedures.
- C.2.2 Monitoring wells. The contractor shall drill, construct in the uppermost aquifer, and develop a minimum of 03 ground water monitoring wells 2" inside diameter casings to assess the vertical and horizontal extent of residual chlorinated solvent contamination in the unsaturated and saturated zones at the site. In performing this work, the contractor shall use the more stringent of methods prescribed in the Resource Conservation and Recovery Act (RCRA) Technical Enforcement Guidance Document (TEGD) or the State of California regulations/procedures. Screen length and placement shall be such that the water table is at least 6 inches above the bottom and twelve (12) inches below the top of the screen at all times during the year for the operational life of the wells not to exceed three (3) years. Well casing above the screen shall be appropriate for working with methylene chloride, chloroform or chlorinated solvents in general, but the well screen shall be selected on the basis of formation parameters. Drilling, construction, and development of the monitoring wells shall be supervised by a qualified professional in accordance with California Business Codes Sections 6735, 7835, and 7835.1. Also Rule 415 of the Professional and Vocational Regulations is to be followed which states: "A professional engineer... registered or licensed under this code shall practice and perform engineering ...work only in the field or fields in which he is by education and/or experience fully competent and proficient." Locking caps shall be installed on these wells. The horizontal and vertical location of the wells shall be surveyed, the latter to an accuracy of 0.01 foot. If a defined benchmark is available within one thousand (1000) feet, position shall be mapped in relation to that benchmark. Otherwise, positioning shall be relative. Equipment shall be decontaminated between borings/wells to prevent cross-contamination.

- C.2.3 Soil/formation definition and samples. During drilling of the monitoring wells, the contractor shall collect one continuous soil core from one well, then one core sample every five feet in the unsaturated zone and at any change in lithology, unless site conditions are such that these cores are infeasible. These soil cores shall be analyzed, described, and logged by a qualified geologist or hydrogeologist. In the remainder of the borings/wells, enough information on site geology/stratigraphy shall be collected to support preparation of a standard well/boring log. A log shall be prepared for each well and/or boring. Soil/formation samples from each stratum shall be collected, documented, and submitted under standard chain-of-custody control for analysis for Methylene Chloride, Chloroform using EPA Method 8240. Collection methods shall follow the procedures appearing in the TEGD, Compendium of Superfund Field Methods. Test Methods for the Evaluation of Solid Waste: Physical/Chemical Methods (SW-846), or California State guidance to ensure that valid, representative samples are obtained. Standard QA/QC measures/samples shall be employed.
- C.2.4 Water level measurements and water samples. Not less than seventy-two (72) hours after well development, each well shall be purged and one round of representative ground water samples shall be collected, documented, and submitted under standard chain-of-custody control for analysis for Methylene Chloride, Chloroform and Xylene using EPA method 8240. Collection methods shall follow the procedures in the TEG, (SW-846), Standard Methods for the Examination of Water and Wastewater, or State guidance to ensure that valid, representative samples are obtained. Prior to purging, water levels in each well shall be measured to an accuracy of 0.01 feet. The water-level data shall be used to supplement information on local hydraulic gradient. If dedicated equipment is not used, sampling equipment shall be thoroughly cleaned between wells. Standard QA/QC measures/samples shall be employed. (At the Government's sole option, the contractor may be required to install one or more additional ground water monitoring wells at this site and/or to collect and analyze additional rounds of samples for these or other parameters.)
- C.2.5 Environmental conditions. From available records, the contractor shall collect, assemble, interpret, and present information on local soil types, geology, land use, rainfall, ground water condition, hydraulic gradient, and dispersion/exposure pathways to be presented in the project report.

- C.2.6 Local water use. The contractor shall identify and map on a current United States Geological Service (USGS) map all active and abandoned water wells within a one thousand (1000) foot radius of the site of the leaking solvent tanks. To the extent that well records and other information exist, the depth, aquifer tapped, maximum pumping rate, historical and current use, and other important hydrological information shall be included in the project report. This information is to be collected to provide information on environmental and human receptors at risk.
- C.2.7 Environmental site assessment report. Within ninety (90) days after contract award, the contractor shall submit five (5) draft copies of the site assessment report to the CO. ARS will review the draft and provide written comments within twenty (20) days. Within ten (10) days after receiving the ARS comments, the contractor shall submit five (5) copies of the final site assessment report to the CO. The contractor shall prepare five (5) copies of an environmental site assessment report and hydrological assessment report to present and document site history and conditions, methods employed, well construction and completion, sampling and analytical methodologies, findings, and conclusions. The report shall be in a format acceptable to the State of California and include recommendations on the need for remediation, based on the analytical results and applicable contaminant action level. Possible action levels may be codified in California Code Regulations, Division 22, Title 26, and Code of Federal Regulations Title 40. Documentation shall include, but not be limited to, site and local maps, well completion logs, USGS topographic map and analytical results.
- C.3 Technical considerations. One of the wells is intended to be upgradient of the release site, and at least two (2) are to be downgradient. All wells will be within ten (10) feet of the contaminated source. The decision on the specific location of the wells shall be made in the field, in consultation with The State of California, Tri-Regional Water Quality Control Board, after considering all available information and site conditions. The number and depth of soil/formation samples during well drilling shall be based on site geology, as discussed in section C-3.3 above. The rationale for these field decisions shall be recorded and explained in the project report. The contractor shall ensure that all analyses are completed within allowable holding times. The step-by-step procedures for collection samples; the type(s) of sampling containers and sample points; the order in which samples

are taken, decontamination procedures, methods for labeling, handling, preserving, packing shipping, and documenting samples; the analytical procedures/methods and their methods detection limits shall be documented in the final report. In a separate volume or appendix, raw data shall be provided to allow independent data validation. (Full QA/QC documentation need not be provided with analytical results, but it must be available for inspection by the Contracting Officer (CO) Area Safety and Health Manager (ASHM) and/or provided upon request.) Photographic documentation of the site shall be prepared.

C.4 General requirements.

- C.4.1 Equipment and safety. All equipment, tools, safety equipment, spill response equipment, and other necessities for the safe conduct of this project shall be identified, provided, brought on site, and checked for proper operation in a manner timely to that day's activities by a contractor qualified to perform this type of work and to safely operate the needed equipment. Safety equipment consistent with protecting workers from possible exposure, monitoring procedures, emergency response, and factors for deciding when an upgrade in protective equipment is needed shall be specified in a site safety plan to be approved by the Government before work may begin onsite.
- C.4.2 Sampling spoils and waste. The contractor shall properly package, classify, manage, dispose, and document wastes generated during this project. All reasonable measures shall be adopted to minimize the volume and toxicity of such wastes.
- C.4.3 Disposal or decontamination of equipment and other wastes. Contaminated items shall be either decontaminated onsite or containerized for offsite treatment/disposal at an appropriately permitted facility. If containerized, containers shall be properly marked, labeled, and managed. Decontamination measures shall be specified in detail in the approved site safety plan developed for the project. Copies of completed manifests must be submitted to the CO for any material disposed of at an appropriately permitted facility.

- C.4.4 Spills and environmental contamination. If waste or contaminated materials are, or may be, released to the environment during, or as a result of, work under these specifications, affirmative measures shall be adopted to contain, control, and clean them up as rapidly as possible. These activities shall be conducted in a manner consistent with the site safety plan and other applicable Federal and State requirements. Associated activities might include, but not be limited to, collection and analysis of soil, unsaturated vadose zone, and ground water samples.
- C.4.5 Environmental monitoring. During this project, the contractor shall execute appropriate routine and contingency site monitoring as specified in the approved sampling and analysis plan to measure/monitor emissions of contaminants to air, water, and soil and to ensure employee and public safety.
- C.4.6 Split samples. If State, or County wishes to collect split samples, the contractor shall allow its personnel access to do so, provided they comply with all operant safety provisions. The contractor will not be required to provide containers, personnel, or safety equipment for the collection of split samples.
- C.4.7 Compliance with applicable codes, standards, requirements, etc. In the performance of the required work, the contractor shall be responsible for compliance with all applicable Federal, State, and local regulations, codes, standards, etc., and for filing for any permits. Where one applicable standard is more stringent than another on a particular point, the more stringent shall apply. The contractor is responsible for obtaining copies of these requirements, as necessary, for his reference.
- C.4.8 Site security. The contractor shall be responsible for providing and monitoring an adequate level of worksite security during this project.
- C.4.9 Accidents and releases. The contractor shall notify the COR at the time of occurrence or discovery of any accident, injury, unauthorized access, vandalism, release of hazardous substances, or other unusual events or circumstances, or as soon afterward as possible.

- C.4.10 Coordination with TWQC. The contractor shall notify the COR a minimum of seventy-two (72) hours in advance of the time project operations are planned to commence. The COR or his designee will notify State or its designee as soon as possible thereafter. The contractor shall not commence the activity to be monitored until the required observers are present or until directed by the COR.
- C.4.11 Contact with others. The contractor shall not release, provide, or discuss any information concerning this project with others without the written consent of the COR.
- C.4.12 Plan variation. Variations from these specifications will be evaluated and adopted if they can be demonstrated to be equivalent, cost-beneficial, technically superior, and consistent with regulatory requirements and policies. No variations from these specifications shall be implemented by the contractor without prior written authorization from the CO.
- C.4.13 Site restoration. The contractor shall use clean fill and other appropriate materials to restore the work site to its former topography and surface type in a workmanlike fashion after well construction and at the end of the project. If no contamination is found in the wells and State approval is obtained, the contractor may be required, at the Government's sole option, to destroy and abandon the monitoring wells in accordance with State requirements and good practice.
- C.5 Meetings, reports, and documentation.
- C.5.1 Meetings. The contractor shall prepare for and participate in meetings as may be necessary during the course of the contract. A total of three (3) meetings should be assumed.
- C.5.2 Daily log. During fieldwork phase, a daily log of onsite activities shall be maintained by the site supervisor. At a minimum, the log shall list and briefly described any activities, events, procedures, accidents and releases, number and types of samples collected, inspections, equipment and personnel on site, visitors, problems encountered, and other relevant observations. A master map shall be established to aid in documenting the location and type(s) of samples taken, incidents, and so forth. Information, such as depth of samples, characteristics, and samples number(s), shall be recorded.

C.5.3 Telephone log. A telephone log summarizing conversations related to this project shall be maintained. Information to be included in the log shall include the date/time of the call, names and affiliations of people participating, telephone number(s), purpose of the call, and a summary of the conversation.

C.5.4 Progress report. Biweekly, the contractor shall prepare a written progress report showing the status of all work performed and in progress. In addition, the progress report will indicate the amount expended to date and a forecast of cost to completion. This report shall be submitted by the end of each month. One copy shall be attached to the monthly invoice and concurrent copies to the COR. The contractor shall be prepared to provide verbal status briefings to the COR or Area Safety and Health Manager on a weekly basis.

C.5.5 Draft and final project plans.

Within fifteen (15) days after contract award, the contractor shall prepare and submit four (4) copies of a draft project plan to the CO for review and approval; the project plan shall include a safety plan. The CO will review the plan, solicit comments from TWQCB, and provide comments to the contractor within twenty (20) days. Within ten (10) days after receiving the ARS comments, the contractor shall prepare and submit a responsive final project plan in four (4) copies.

C.5.6 Draft and final project report.

Within ninety (90) days after approval of final project plan the contractor shall prepare and submit three (3) copies of a draft of required reports to the CO for review and approval. The COR will review the report(s), solicit comments from the Area Safety and Health Manager, State of California, Tri-Regional Water Quality Control Board, and Alameda County Department of Health Services and provide comments to the contractor within twenty (20) days. Within ten (10) days after receiving comments, the contractor shall prepare and submit a final project report in five (5) copies.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCEE.1 CLAUSES INCORPORATED BY REFERENCE
(FAR 52.252-2) (JUN 1988)

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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
52.246-4	APR 1984	INSPECTION OF SERVICES -- FIXED-PRICE

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE
(AGAR 452.212-72) (FEB 1988)

The period of performance of this contract is from effective date of the contract award through 120 days thereafter.

F.2 Deliverables. The contractor shall provide the following deliverables within the specified timeframe and to the places indicated below.

	<u>Deliverable</u>	<u>Copies</u>	<u>Deliverable date</u>	<u>Recipient</u>
F.2.1	Draft project plan	5	Within 15 calendar days after contract award	CO
F.2.2	ASHM, FE and WQCB comments on draft plan	1	Within 15 calendar days	Contractor
F.2.3	Final project plan	5	Within 10 calendar days after ASHM/FE review/comments	CO
F.2.4	Environmental site assessment report	5	Within 90 calendar days after contract award	CO
F.2.5	ASHM, FE and WQCB comments on draft environmental site assessment report	1	Within 20 calendar days	Contractor
F.2.6	Final environmental site assessment report	5	Within 10 calendar days after ARS review/comments	CO
F.2.7	Meeting minutes	3	Within 5 workdays after meeting	CO
F.2.8	Daily log	1	COB the following workday	CO
F.2.9	Telephone log	1	Monthly	CO
F.2.10	Progress report	3	Monthly	CO

F.2.11	Draft project report	3	Within 90 calendar days after approved final project plan	CO
F.2.12	ASHM, FE WQCB, County 1 and EPA comments on draft project reports		Within 20 calendar days	Contractor
F.2.13	Final project report	5	Within 10 calendar days after ARS review/comments	CO

SECTION G - CONTRACT ADMINISTRATION DATA

[For this Solicitation, there are NO clauses in this Section]

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 ORGANIZATIONAL CONFLICTS OF INTEREST
(AGAR 452.209-70) (FEB 1988)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.2 POST AWARD CONFERENCE (AGAR 452.215-76) (FEB 1988)

A post award conference with the successful offeror is required. It will be scheduled and held within 15 days after the date of contract award. The conference will be held at:

USDA, Agricultural Research Service
Area Administrative Office
Albany, CA 94710

H.3 INSURANCE COVERAGE (AGAR 452.228-73) (FEB 1988)

Pursuant to the clause "Insurance - Work on a Government Installation (52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

- H-4 Key personnel. All work under this contract shall be performed and/or directly supervised and certified by an experienced individual qualified to perform this work in California. Qualified individuals are geologists registered pursuant to Section 7850 of the California Business and Professional Code, engineers geologists certified pursuant to Section 7842 of this code, and civil engineering with at least five (5) years experience in groundwater hydrology who are registered pursuant to Section 6762 of this code.
- H-4.1 Substitution of key personnel. During the first sixty (60) days of performance, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The contractor shall notify the CO and provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO within fifteen (15) calendar days after the occurrence of any of these events. After the initial 60-day period, the contractor shall submit the information identified above at least fifteen (15) days prior to making a key-personnel substitution. The CO will notify the contractor within ten (10) days whether the substitution is acceptable. If the substitute is acceptable, the contract will be modified to reflect the change in key personnel.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE
(FAR 52.252-2) (JUN 1988)

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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
52.202-1	APR 1984	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1985	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-10	SEP 1990	PRICE OR FEE ADJUSTMENT FOR IMPROPER OR ILLEGAL ACTIVITY
52.209-6	MAY 1989	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-1	APR 1984	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.215-2	DEC 1989	AUDIT--NEGOTIATION
52.215-26	APR 1987	INTEGRITY OF UNIT PRICES ALTERNATE I (APR 1987)
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.219-6	APR 1984	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	FEB 1990	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-13	AUG 1986	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS
52.222-3	APR 1984	CONVICT LABOR
52.222-4	MAR 1986	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION
52.222-26	APR 1984	EQUAL OPPORTUNITY

52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.225-13	MAY 1989	RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS
52.227-1	APR 1984	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.228-5	SEP 1989	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION
52.229-3	APR 1984	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-1	APR 1984	PAYMENTS
52.232-8	APR 1989	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	APR 1984	INTEREST
52.232-24	JAN 1986	PROHIBITION OF ASSIGNMENT OF CLAIMS
52.233-1	APR 1984	DISPUTES ALTERNATE I (APR 1984)
52.233-3	AUG 1989	PROTEST AFTER AWARD
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.243-1	AUG 1987	CHANGES -- FIXED PRICE ALTERNATE I (APR 1984)
52.246-25	APR 1984	LIMITATION OF LIABILITY -- SERVICES
52.249-1	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

I.2 ANTI-KICKBACK PROCEDURES (FAR 52.203-7) (OCT 1988)

(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 the kickback. The Contracting Officer may order that 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 subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract.

I.3 LIMITATIONS ON SUBCONTRACTING (FAR 52.219-14) (OCT 1987)

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(a) SERVICES (EXCEPT CONSTRUCTION). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(b) SUPPLIES (OTHER THAN PROCUREMENT FROM A REGULAR DEALER IN SUCH SUPPLIES). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(c) GENERAL CONSTRUCTION. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) CONSTRUCTION BY SPECIAL TRADE CONTRACTORS. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I.4 SERVICE CONTRACT ACT OF 1965, AS AMENDED (FAR 52.222-41) (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 subcontract 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) Adjustments 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 4.1(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.

(g) 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 this 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.

(t) 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.

I.5 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee class

Monetary wage--
Fringe benefits

I.6 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT
ACT - PRICE ADJUSTMENT (FAR 52.222-44) (MAY 1989)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to Contractor collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The contract price or contract unit price labor rates will be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with--

(1) An increased or decreased wage determination applied to this contract by operation of law; or

(2) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(d) Any such adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (b) of this clause, and to the accompanying increases or decreases in social security and unemployment taxes and workers compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(e) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from

asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the Contracting Officer may reasonably require.

Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(f) The Contracting Officer or an authorized representative shall, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor.

I.7 DRUG-FREE WORKPLACE (FAR 52.223-6) (JUL 1990)

(a) Definitions. As used in this clause,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration--

(1) Publish a statement notifying its employees that the

unlawful manufacture, distribution, dispensing, possessions or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in this workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (a)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace

through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

I.8 PROMPT PAYMENT (FAR 52.232-25) (APR 1989)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified. The term "foreign vendor" means an incorporated concern not incorporated in the United States, or an unincorporated concern having its principal place of business outside the United States.

(a) Invoice Payments.

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed

to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat and meat food products, contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in Section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iii) The due date for dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, will be as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

(iv) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat and meat food products and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable. An interest penalty shall not be paid on contracts awarded to foreign vendors outside the United States for work performed outside the United States.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments

inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in subparagraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat and meat food products and 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the

designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor--

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments.

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.9 AUTHORIZED DEVIATIONS IN CLAUSES
(FAR 52.252-6) (APR 1984)

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

(b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR Chapter 4) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (AGAR 452.252-70) (FEB 1988)

U. S. Department of Labor Wage Determination No. 89-438
(Rev-2) dated 4/26/90 and 87-0044 (Rev-9) dated 6/13/91

Standard Form 1411, Contract Pricing Proposal Cover Sheet

Table 15-2 Instructions for Submission of a Contract Pricing Proposal

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE OF INDEPENDENT PRICE
DETERMINATION (FAR 52.203-2) (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 or 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 being 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) above; 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) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the 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) above.

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

K.2 CONTINGENT FEE REPRESENTATION AND AGREEMENT (FAR 52.203-4) (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

K.3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (SEP 1989)

(a) Definitions.

"Common parent" as used in this solicitation 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.

"Corporate status" as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)" as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) The offeror is required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in 4.902(a), the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- [] Offeror is an agency or instrumentality of a foreign government;
- [] Offeror is an agency or instrumentality of a Federal, state, or local government;
- [] Other. State basis. _____.

(d) Corporate Status.

- [] Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- [] Other corporate entity;
- [] Not a corporate entity;

- Sole proprietorship
- Partnership
- Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

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

- Name and TIN of common parent:

Name _____
TIN _____

K.4 CONTRACTOR ESTABLISHMENT CODE (FAR 52.204-4) (AUG 1989)

In the block with its name and address, the offeror should supply the Contractor Establishment Code applicable to that name and address, if known to the offeror. The number should be preceded by "CEC:". Offerors should take care to report the correct CEC and not a similar number assigned to the Offeror in a different system.

The CEC is a 9-digit code assigned to a contractor establishment that contracts with a Federal executive agency. The CEC system is a contractor identification coding system which is currently the Dun and Bradstreet Data Universal Numbering System (DUNS). The CEC system is distinct from the Federal Taxpayer Identification Number (TIN) system.

The Government will obtain a Contractor Establishment Code for any awardee that does not have or does not know its CEC.

K.5 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) (AGAR 452.204-70) (DEC 1989)

The offeror is requested to insert the DUNS number applicable to the contractor's address shown on the solicitation form.

DUNS NO. _____

K.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAY 1989)

(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 3-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, 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 subdivision (A)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-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 reasons 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.

K.7 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-6) (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that--

(a) It operates as a corporation incorporated under the laws of the State of _____, an individual, a partnership, a nonprofit organization, or a joint venture; or

(b) If the offeror or quoter is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____ (country).

K.8 AUTHORIZED NEGOTIATORS (FAR 52.215-11) (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

K.9 SMALL BUSINESS CONCERN REPRESENTATION
 (FAR 52.219-1) (FEB 1990)

(a) Representation. The offeror represents and certifies as part of its offer that it is, is not a small business concern and that all, not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Definition. Small business concern, as used in this provision, 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 and size standards in this solicitation.

(c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents

a firm's status as a small business concern in paragraph (a) of this clause in order to obtain a contract to be awarded under the preference programs established pursuant to sections 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 (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Act.

**K.10 SMALL DISADVANTAGED BUSINESS CONCERN
REPRESENTATION (FAR 52.219-2) (FEB 1990)**

(a) Representation. The offeror represents that it [] is, [] is not a small disadvantaged business concern.

(b) Definitions.

Asian Pacific Americans, as used in this provision, means United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea, (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federal States of Micronesia.

Indian tribe, as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band, nation, group, or community resides.

Native Americans, as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

Native Hawaiian Organization, as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

Small business concern, as used in this provision, 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 and size standards in 13 CFR part 121.

Small disadvantaged business concern, as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned

business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

Subcontinent Asian Americans, as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

K.11 WOMEN-OWNED SMALL BUSINESS REPRESENTATION
(FAR 52.219-3) (APR 1984)

(a) Representation. The offeror represents that it [] is, [] is not a women-owned small business concern.

(b) Definitions.

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

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

K.12 NOTICE OF PARTICIPATION BY ORGANIZATIONS
FOR THE HANDICAPPED (FAR 52.219-15) (JUN 1989)

(a) Definitions.

"Handicapped individual" means a person who has a physical, mental, or emotional impairment, defect, ailment, disease, or disability of a permanent nature which in any way limits the selection of any type of employment for which the person would otherwise be qualified or qualifiable.

(b) The Offeror certifies that it is [] is not [] a public or private organization for the handicapped. An offeror certifying in the affirmative is eligible to participate in any resultant contract as if it were a small business concern.

(c) An Offeror certifying as a public or private organization for the handicapped agrees that at least 75 percent of the direct labor required in the performance of the contract will be performed by handicapped individuals.

"Public or private organization for the handicapped" means one which (1) is organized under the laws of the United States or of any State, operated in the interest of handicapped individuals, the net income of which does not inure in whole or in part to the benefit of any shareholder or other individual; (2) complies with any applicable occupational health and safety standard prescribed by the Secretary of Labor; and (3) employs in the production of commodities and in the provision of services, handicapped individuals for not less than 75 percent of the direct labor required for the production or provision of the commodities or services.

K.13 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS
(FAR 52.220-1) (APR 1984)

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

K.14 CERTIFICATION OF NONSEGREGATED FACILITIES
(FAR 52.222-21) (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.15 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FAR 52.222-22) (APR 1984)

The offeror represents that--

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

solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(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.

K.16 AFFIRMATIVE ACTION COMPLIANCE
(FAR 52.222-25) (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) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.17 CERTIFICATION REGARDING A DRUG-FREE
WORKPLACE (FAR 52.223-5) (JUL 1990)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any

other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that, with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible for contracts of less than 30 calendar days performance duration; but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possessions or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10

calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision 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 Title 18, United States Code, Section 1001.

K.18 NOTICE OF RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS (FAR 52.225-12) (MAY 1989)

(a) Statutory prohibitions have been imposed on contracting with sanctioned persons, as specified in Federal Acquisition Regulation (FAR) 52.225-13, Restrictions on Contracting with Sanctioned Persons.

(b) By submission of this offer, the Offeror represents that no products or services, except those listed in this paragraph (b), delivered to the Government under any contract resulting from this solicitation will be products or services of a sanctioned person, as

defined in the clause referenced in paragraph (a) of this provision, unless one of the exceptions in paragraph (d) of the clause at FAR 52.225-13 applies.

Product or Service

Sanctioned Person

(List as necessary)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES
TO OFFERORS

L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FAR 52.252-1) (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
SOLICITATION PROVISIONS

PROVISION NUMBER	DATE	TITLE
52.215-5	JUL 1987	SOLICITATION DEFINITIONS
52.215-7	APR 1984	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS
52.215-8	DEC 1989	AMENDMENTS TO SOLICITATIONS
52.215-9	DEC 1989	SUBMISSION OF OFFERS
52.215-10	DEC 1989	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS
52.215-12	APR 1984	RESTRICTION ON DISCLOSURE AND USE OF DATA
52.215-13	APR 1984	PREPARATION OF OFFERS
52.215-14	APR 1984	EXPLANATION TO PROSPECTIVE OFFERORS
52.215-15	APR 1984	FAILURE TO SUBMIT OFFER
52.237-1	APR 1984	SITE VISIT

L.2 INQUIRIES (AGAR 452.204-71) (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the contracting officer issuing the solicitation about any aspect of this requirement prior to contract award.

L.3 CONTRACT AWARD (FAR 52.215-16) (JUL 1990)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may (1) reject any or all offers if such action

is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

(c) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, OFFERS MAY BE SUBMITTED FOR QUANTITIES LESS THAN THOSE SPECIFIED. THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED, AT THE UNIT COST OR PRICES OFFERED, UNLESS THE OFFEROR SPECIFIES OTHERWISE IN THE OFFER.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

L.4 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (AGAR 452.215-71) (FEB 1988)

(a) General Instructions. The following instructions establish the acceptable minimum requirements for the format and content of proposals:

(1) The proposal must be prepared in two parts: a technical proposal and a business proposal. Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated. It must disclose the contractor's technical approach in sufficient detail to provide a clear and concise presentation that includes, but is not limited to, the requirement of the technical proposal instructions.

(2) Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this RFP, must be clearly identified.

(3) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.

(b) Technical Proposal Instructions. (1) Proposals which merely offer to conduct a program in accordance with the requirements of the Government's statement of work will not be eligible for award. The contractor must submit an explanation of its proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.

(2) A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. The technical approach should be in as much detail as the offeror considers necessary to fully explain the proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken.

(3) The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate the offeror's understanding and management of important events or tasks. The offeror must explain how the management and coordination of consultant and/or subcontractor efforts will be accomplished.

(4) The technical proposal must include a list of names and proposed duties of the professional personnel, consultants, and key subcontractor employees assigned to the project. Their resumes should be included and should contain information on education, background, recent work experience, and specific scientific or technical accomplishments. The approximate percentage of time each individual will be available for this project must be included. The proposed staff hours for each of the above individuals should be

allocated against each task or subtask for the project.

(5) The technical proposal must provide the general background, experience, and qualifications of the organization. Similar or related contracts, subcontracts, and/or grants should be included and/or each contain the name of the customer, contract number, dollar amount, time of performance, and the names and telephone numbers of the project officer and contracting/grants officer.

(6) The technical proposal must contain a discussion of present or proposed facilities and equipment which will be used in the performance of the contract.

(c) Business Proposal Instructions

(1) General Requirements. To reduce subsequent requests to offerors for additional data in support of proposed costs, the following information is required:

(i) Cost proposals must be submitted in accordance with FAR 15.804-6 by using Standard Form 1411, Contract Pricing Proposal Cover Sheet, and Table 15-2, Instructions for Submission of a Contract Pricing Proposal.

(ii) The offeror shall submit separate cost or pricing data for the following:

- (A) Options to extend the term of the contract.
- (B) Options specified in the proposed statement of work.
- (C) Major tasks, if required by special instruction.

(2) Specific Requirements. The offeror must also submit the following detailed information to support the proposed budget:

(i) Breakdown of direct labor cost by named person or labor category including number of labor-hours and current actual or average hourly rates. Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. Direct labor or levels of effort are to be identified as labor-hours and not as a percentage of an individual's time. Indicate fringe benefit rate, if separate from indirect cost rate.

(ii) The amount proposed for travel, subsistence and local transportation supported with a breakdown which includes: number of trips anticipated, cost per trip per person, destination(s) proposed, number of person(s) scheduled for travel, mode of transportation, and mileage allowances if privately owned vehicles will be used.

(iii) Cost breakdown of materials, equipment and other direct costs including duplication/reproduction, meetings and conferences, postage, communication and any other applicable items. Costs must be supported by specific methodology utilized.

(iv) If an offeror proposes to employ the use of an Automatic Data Processing System (ADPS), detailed data concerning proposed costs should include the following:

- (A) Make and model year of all equipment which will be used: keypunch, verifier, sorter, collator, tabulator, central processor unit (CPU), input-output components (I/O), etc.
- (B) Estimated number of hours and usage rates for each distinct piece of equipment proposed.
- (C) Listing of rates or quotes from prospective suppliers of the offeror.
- (D) Copies of invoices submitted by past suppliers of the offeror.
- (E) Listing of rates developed and/or approved by a Government agency where offeror has in-house capability.

(v) If consultants are proposed, detailed data concerning proposed consultant costs should include the following:

- (A) Names of consultant(s) to be engaged.
- (B) Daily fees to be paid to each consultant.
- (C) Estimated number of days of consulting services.
- (D) Consulting agreements entered into between consultant(s) and the offeror, or invoices submitted by consultant(s) for similar services previously provided to the offeror.
- (E) Rationale for acceptance of cost.

(vi) If proposed, cost information for each subcontractor shall be furnished in the same format and level of detail as prescribed for the prime offeror. Additionally, the offeror shall submit the following information:

- (A) A description of the items to be furnished by the subcontractor.

- (B) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected including the extent of competition obtained.
- (C) The proposed subcontract price, the offeror's cost or price analysis thereof, and performance/delivery schedule.
- (D) Identification of the type of subcontract to be used.

(vii) Offeror shall briefly describe organization policies in the following areas (published policies may be furnished):

- (A) Salary increases to include:
 - (aa) Merit.
 - (bb) Cost of living.
 - (cc) General.
- (B) Travel/subsistence.
- (C) Consultant use and terms of agreements.

(viii) Offerors lacking Government approved indirect cost rates must provide detailed background data indicating the cost elements included in the applicable pool and a statement that such treatment is in accordance with the established accounting practice. Offerors with established rate agreements with Federal cognizant agencies shall submit one copy of such agreement.

(ix) Offeror shall:

- (A) Provide CPA certified balance sheet, profit/loss statement and statement of retained earnings covering each of the offeror's last three annual accounting periods.
- (B) Specify the financial capacity, working capital and other resources available to perform the contract without assistance from any outside source.
- (C) Provide the name, location and intercompany pricing policy for other divisions, subsidiaries, parent company, or affiliated companies that will perform work or furnish materials under this contract.
- (D) Provide an estimated cash flow. Each offeror is required to submit a schedule

L.5 INSTRUCTIONS AND FORMAT FOR PROPOSALS

L.5.1 Understanding of Project

A. Discuss the requirement as it is analyzed by your firm. Demonstrate your understanding by breaking the project into tasks and subtasks describing what each entails.

B. Outline and discuss how you would identify and propose remedial action levels and a general plan for remediation of the site, is necessary.

L.5.2 Project Plan Description.

A. Explain the technical approach and methodologies you propose to use. Relate them to established procedures and State requirements/ polices.

B. Identify probable and possible problems and pitfalls that may be encountered on this project and how you propose to solve them.

L.5.3 Key personnel and project level of effort.

A. Designate "key personnel" essential to the successful performance of these requirements. Identify these key personnel by name and describe their role in the project, their qualifications, and recent experience with similar projects or contracts. Resumes showing education, background, recent experience, and specific pertinent accomplishments are required. For key personnel not assigned full time to this contract, show the approximate percentage of time each individual will be available for this contract. Submit evidence that all key personnel will be available for this project.

B. Submit a staffing chart, showing the organization you propose to establish and a labor estimate for each key person for each project task/subtask. Identify any subcontractors and analytical laboratories you proposed to use.

C. Submit evidence that the analytical laboratory is qualified and is available to provide appropriate, timely, and reliable service at the required level of precision and accuracy.

L.5.4 Technical and operational standard.

A. Identify and discuss applicable technical and operational standards established by the State/Federal that you and any subcontractor would follow in performing this requirement.

B. Outline and discuss how you would identify and propose remedial action levels and a general plan for remediation of the site, if necessary, given the contaminants and estimated level of contamination.

C. Discuss the project QA/QC measure you would implement for worker performance, field analysis, laboratory analysis, and other critical phases of the project. If available, provide a copy of your QC plan as an appendix.

L.5.5 Similar experience. Describe and provide a list of three to five active or recent contracts/projects performed by either your company or key personnel proposed for this requirement from your company. For each contract listed, include the name of key person and the following information:

(a) Name, address, and telephone number of the contracting organization, contracting officer's representative (COR), and/or contracting officer (CO).

(b) A brief description of the scale, scope, and nature of the contract/project.

(c) Similarities and differences between this project and that project.

(d) Date and period of performance.

(e) If the contract(s) cited are cost-reimbursement or fixed-price.

(f) Method of acquiring the contract, i.e., noncompetitively or competitively. If competitively, comment as to the basis for competitive award (price, delivery schedule, technical merit, etc.) Discuss if this was an initial award or a follow-on to an existing contract.

(g) List any contract similar to this proposed requirement terminated for convenience or default within the past five (5) years. Include the contract number, name, address, and telephone number of the terminating company.

(h) List of governmental agencies previously involved with, to include list of contacts and telephone numbers.

L.6 AMENDMENTS TO PROPOSALS (AGAR 452.215-72)
(FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

L.7 SUBMISSION OF PROPOSALS
(AGAR 452.215-73) (FEB 1988)

All proposals shall be submitted in the formats and quantities specified below:

- (a) Standard Form 33 - one (1) original and 1 copies
- (b) Technical Proposal - 6 copies
- (c) Cost/Price Proposal - 3 copies

L.8 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

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

L.9 SET-ASIDE/SIZE-STANDARD INFORMATION
(AGAR 452.219-70) (FEB 1988)

This solicitation includes the following set-aside and/or size standard criteria:

- (a) Percent of the set-aside: 100%
- (b) Type of set-aside: Total, Small Business
- (c) Small business size standard or other criteria: No more than 3.5 million dollars average annual receipts for an offeror's preceeding 3 fiscal years.
- (d) Standard Industrial Classification (SIC Code): 8734.

L.10 PRE-BID/PRE-PROPOSAL CONFERENCE AND SITE VISIT
(AGAR 452.237-72) (FEB 1988)

(a) The Government is planning a pre-bid/pre-proposal conference and site visit during which potential offerors may obtain a better understanding of the work required.

(b) Offerors are strongly urged to visit this site during the conference to fully inform themselves about the location and conditions under which the work is to be performed.

(c) Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference. Questions will be considered at any time prior to, or during, the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference an amendment containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(d) In order to facilitate conference preparations it is requested that the person named on the Standard Form 33 of this solicitation be contacted and advised of the number of persons who will attend.

(e) The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.

(f) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities it is the responsibility of the offeror to seek clarification prior to submitting an offer.

(g) The conference will be held:

Date: JANUARY 28, 1992

Time: 10:00 A.M.

Location: USDA, Agricultural Research Service
800 Buchanan Street (Assemble at main entrance)
Albany, CA 94710

L.11 SERVICE OF PROTEST (FAR 52.233-2) (NOV 1988)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with any agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSCBA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment

of receipt from:

Rita Abeyta
AGRICULTURAL RESEARCH SERVICE
PROCUREMENT OFFICE, ROOM 2012
800 BUCHANAN STREET
ALBANY, CA 94710

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

L.12 AUTHORIZED DEVIATIONS IN PROVISIONS
(FAR 52.252-5) (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.

(b) The use in this solicitation of any United States Department of Agriculture Acquisition Regulation (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 CRITERIA FOR EVALUATING PROPOSALS

Proposals which meet all applicable requirements will be evaluated in accordance with the following specific factors in order to determine which proposals will be considered in the competitive range:

<u>Factor</u>	<u>Numerical Value</u>
Cost	30
Understanding of Project/Quality Control	25
Project Plan/Plan of Operation	25
Key Personnel and Project Management	10
Technical and Operational Standards	5
Similar Experience	<u>5</u>
Total	100

The Government will perform a "best buy analysis" and award will be made to the offeror whose proposal is most advantageous to the Government, taking into consideration the technical factors listed above and the total proposed costs.

- M.2 Notice to Offerors. All offerors are advised of the possibility that award may be made without discussion of proposals received. Therefore, proposals should be submitted initially on the most favorable terms, from both a price and technical standpoint, which the offeror can submit to the Government.