

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number G67484		PAGE 1 OF					
<i>Offeror to Complete Blocks 12, 17, 23, 24, & 30</i>											
2. Contract No. DE-AF65-04WG67456		3. Award/Effective Date		4. Order Number		5. Solicitation Number DE-RQ65-04WG67484					
7. For Solicitation Information Call:		a. Name Susan M. Ethridge ethridge@wapa.gov			b. Telephone No (No collect calls) 602-352-2504		6. Solicitation Issue Date August 13, 2004				
9. Issued By U.S. DEPT OF ENERGY WESTERN AREA POWER ADMIN 615 S 43rd AVENUE PHOENIZ, AZ 85009-5313		Code G1500		10. THIS ACQUISITION IS: <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set-Aside 100 % for <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv. Business <input type="checkbox"/> 8(A) NAIC: 562211 Size Standard: \$10.5 m		11. Delivery for FOB Destination <input type="checkbox"/> See Schedule		12. Discount Terms			
15. Deliver To SEE SPECIFICATIONS FOR LOCATIONS		Code		16. Administered By U.S. DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION 615 SOUTH 43 RD AVENUE PHOENIX, AZ 85009				Code G1500			
17a. Contractor/Offeror DUN: _____ Phone No. _____		Code		Fac Code		18a. Payment Will Be Made CORPORATE SERVICES OFFICE WESTERN AREA POWER ADMINISTRATION ATTN: ACCOUNTS PAYABLE A8210 P.O. BOX 281111 LAKEWOOD, CO 80228-8111					
17b. Check below if remittance is different and put such address in offer. <input type="checkbox"/>		18b. Submit invoices to address shown in block 18a unless box below is checked. <input type="checkbox"/> See Addendum.									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES SEE PAGE 2			21. QUANTITY		22. UNIT	23. UNIT PRICE		24. AMOUNT	
25. Accounting and Appropriation Data						26. Total Award Amount (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached addenda		<input checked="" type="checkbox"/> are		<input type="checkbox"/> are not attached							
<input type="checkbox"/> 27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached addenda		<input type="checkbox"/> are		<input type="checkbox"/> are not attached							
28. Contractor is required to sign this document and return _____ copies to Issuing Office. Contract agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.				29. Award date of contract reference _____ offer dated _____. Your offer on Solicitation (Block 5), including any additions or changes which are set forth herein, is accepted as to items:							
30a. Signature of Offeror/Contractor				31a. United States of America (Signature of Contracting Officer)							
30b. Name and Title of Signer (Type or Print)			30c. Date Signed		31b. Name of Contracting Officer (Type or Print) Catherine M. Castle				31c. Date Signed		
32a. Quantity in Column 21 has been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted and Conforms to the Contract Except as Noted				33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number		35. Account Verified Correct			
32b. Signature of Authorized Govt. Representative			32c. Date		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final				37. Check Number		
41a. I certify this account is correct and proper for payment				38. S/R Account No.		39. S/R Voucher No.		40. Paid By			
41b. Signature and Title of Certifying Officer			42c. Date		42a. Received By (Print)						
					42b. Received At (Location)						
					42c. Date Rec'd		42d. Total Containers				

SECTION B - SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	<u>CONTINUATION FROM SF 1449</u> In accordance with the attached Statement of Work, dated August 13, 2004 for the removal, transportation, and disposal/recycling of electrical equipment and oil from Coolidge Substation and Phoenix O&M Complex provide the following services:				
	Line items 001 – 008 refer to work at Coolidge Substation:				
001	Sample, drain and dispose 230 kV bushing and oil.	1	EA	\$ _____	\$ _____
002	Sample, drain and dispose of 115 kV bushing and oil.	5	EA	\$ _____	\$ _____
003	Sample, drain and dispose of 115 kV bushing and oil.	6	EA	\$ _____	\$ _____
004	Sample, drain and dispose of 115 kV bushing and oil.	5	EA	\$ _____	\$ _____
005	Sample, drain and dispose of 115 kV bushing and oil.	1	EA	\$ _____	\$ _____
006	Dispose of PCB 15 kV bushing.	1	EA	\$ _____	\$ _____
007	Dispose of 69 kV oil-filled bushings.	6	EA	\$ _____	\$ _____
008	Dispose of potential transformers (>500ppm PCB).	3	EA	\$ _____	\$ _____
	Line items 009 – 018 refer to work at Phoenix O&M Complex:				
009	Dispose of coupling capacitor potential devices.	2	EA	\$ _____	\$ _____
010	Dispose of PCB capacitors.	25	EA	\$ _____	\$ _____
011	Dispose of potential transformer and parts.	1	EA	\$ _____	\$ _____
012	Dispose of non-PCB capacitors.	16	EA	\$ _____	\$ _____
013	Dispose of 55-gallon drum of non-PCB oil/water mixture.	1	EA	\$ _____	\$ _____
014	Dispose of non-PCB oil.	20	EA	\$ _____	\$ _____
015	Dispose of lubricating oil.	5	EA	\$ _____	\$ _____
016	Dispose of fluorescent lamps.	313	EA	\$ _____	\$ _____
017	Dispose of aerosol cans and misc. paint products.	1	EA	\$ _____	\$ _____
018	Dispose of flushing compound.	2	EA	\$ _____	\$ _____

SECTION C - CONTRACT CLAUSES

1. **52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2003), by reference (see SF 1449 block 27a) Any addendum to 52.212-4:**
2. **LG.0000-0010 APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND ALTERNATE COR (WAPA 1/96)**

The following duties have been assigned to John Holt who is appointed COR, and to Mark DePoe who is appointed Alternate COR. The COR and Alternate COR shall prepare memorandums for record (MFR) of all meetings, trips, and telephone conversations relating to this contract. Each MFR, other similar records, and all correspondence relating to the contract shall cite the contract number. The COR and Alternate COR duties are as follows:

(a) Monitor technical compliance. Ensure that the contractor complies with all technical requirements of the work as defined in the scope of work and specifications including the submission of reports, data, documentation, etc. In this connection:

(1) Inform the CO, in writing, of any performance failure by the contractor.

(2) Inform the CO if it is evident the contract will not be completed according to schedule.

(3) Ensure that the Government meets its contract obligations to the contractor. This includes, but is not limited to, Government- furnished equipment and services called for in the contract, and timely Government comment on or approval of contract deliverables as may be required by the contract.

(4) Inform the CO, in writing, of any needed changes in the narrative scope of work as contained in the contract, either those initiated by the COR, the Alternate COR, or the contractor. Proposed revisions to the scope of work which result in monetary changes to the contract must be accompanied by a procurement request. Contract changes which do not involve funds may be requested by memorandum to the CO.

(5) Issue technical directions.

(b) Monitor administrative tasks and fund expenditures. (If support service contract).

(1) Notify the CO and the appropriate budget personnel immediately of any indication that the cost to the Government for completing performance under the contract will exceed the amount stated in the contract, or of any indication that costs are being incurred which are not appropriately chargeable to the contract.

(2) Review and concur on payment vouchers regarding the percent of technical completion for items or services accepted under the contract (in accordance with contract provisions or local procedures, as appropriate).

(3) Review and concur with the final payment voucher; i.e., the items or services accepted under the contract in accordance with contract provisions or local procedures, as appropriate.

(4) Notify the CO immediately of the contractor's failure (1) to provide or deliver any required supplies, equipment, or services (including submission of plans or drawings) or (2) to make progress on construction contracts consistent with agreed upon progress schedules.

(5) Review contractor requests for training and travel and approve or disapprove, as appropriate. Monitor travel and training expenses submitted by the contractor.

(c) Monitor property management (If Applicable).

(1) As requested by the CO, review and comment on the contractor's request for Government- furnished facilities, supplies, materials, and equipment and forward the request to the CO for disposition.

(2) As requested by the CO, review and comment on the contractor's request for consent to purchase of supplies, materials, and equipment and forward the request to the CO for disposition.

(d) Resolve technical differences. Assist the contractor in interpreting technical requirements of the contract's scope of work. All technical questions arising out of the contract which cannot be resolved without increasing costs, alterations or changes to the contract scope, or the incurrence of unresolvable differences should be reported in writing to the CO. The report should contain the facts and recommendations.

(e) Assist in the closeout of the contract. Upon completion of the work, forward to the CO a written statement attesting to the contractor's completion of technical performance under the contract, delivery and acceptance of all goods and services for which inspection and acceptance are herein delegated, and a statement as to the contractor's performance of the contract.

- (f) In the performance of their duties, the COR and the Alternate COR are NOT authorized to:
- (1) Negotiate terms or make any agreements or commitments with the contractor which modify the contract provisions or the scope of work.
 - (2) Direct, redirect, or assign work outside the scope of work or take any action which would constitute a change as defined in the "changes" clause.
 - (3) Cause an increase or decrease in the total contract price, estimated cost, the fixed fee (if any), or the time required for contract performance.
 - (4) Interfere with the contractor's right to perform under the terms and conditions of the contract.
- (g) The authority and responsibilities as a COR or an Alternate COR are individually delegated and may not be redelegated. If the COR or Alternate COR are absent or otherwise not available and technical direction is required to be issued to the contractor, the only other person who is authorized to issue such direction is the CO. No person other than the CO is authorized to sign a technical direction letter "for" the COR, nor can anyone acting in the official duty position assume COR authority.

3. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items. (June 2004)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I (Mar 1999) of 52.219-5.
- (iii) Alternate II (June 2003) of 52.219-5.
- (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

- X_ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).
 - X_ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
 - X_ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
 - X_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
 - X_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
 - X_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
 - __ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
 - __ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
 - X_ (22) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
 - __ (23)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
 - __ (ii) Alternate I (Jan 2004) of 52.225-3.
 - __ (iii) Alternate II (Jan 2004) of 52.225-3.
 - __ (24) 52.225-5, Trade Agreements (June 2004) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
 - X_ (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - __ (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
 - __ (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
 - __ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - __ (29) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - X_ (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
 - __ (31) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
 - __ (32) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
 - __ (33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - __ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)..
 - __ (ii) Alternate I (Apr 1984) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- X_ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, *et seq.*).
 - __ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
 - __ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
 - __ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
 - __ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).
- (d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract

or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

4. LH.0000-0068 UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS (WAPA 11/2001)

Pursuant to Orders DOE N 142.1 and DOE P 142.1, Western Area Power Administration (WAPA) must be notified in advance of any foreign visitors (visits less than 30 days) or foreign assignees (assignments over 30 days) working under contract for WAPA. In order to determine whether a contract employee is a foreign visitor or assignee, the Contractor must ensure each employee working under this contract that may visit or be assigned to work on a WAPA facility completes the Citizenship Form attached to this contract and submit it to the Contracting Officer's Representative (COR) no later than 10 days after contract award. Based on the information received, if the contract employee is a foreign national or non-U.S. citizen, the contract employee will be required to complete the Foreign National Data Card, WAPA Form 3000-72, also attached to this contract. All foreign visits and assignments will be managed consistent with the DOE N 142.1 and DOE P 142.1. The COR will ensure that the Citizenship Forms are completed and submitted to the Corporate Services Office (CSO) Security Office within 10 days after contract award. If the Security Office determines that the WAPA Form 3000-72 is also required, the Security Office will notify the COR and the COR shall obtain the required form(s) from the Contractor's employees and submit it to the Regional Manager or Administrator for signature. The form(s) will then be forwarded to the CSO Security Office in order to input the information into the HQ DOE Foreign Access Central Tracking System (FACTS) Database. If the foreign visitor or assignee is from a sensitive country, the information must be forwarded to the CSO Security Office a minimum of 30 days in advance of the visit or assignment so that HQ DOE Security can do a complete background check. A list of current sensitive countries is located at: www.cso.wapa.gov/cpo/3700/sensitivecountries.htm. If the foreign visitor is from a non-sensitive country, the COR must submit the form(s) to the CSO Security Office, along with the appropriate Regional Manager or Administrator's signature, a minimum of 5 days in advance of the visit or assignment. The Security Office will have the final determination on approving or denying any visit or assignment.

5. LH.0000-0078 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT, 2004 (WAPA, 3/2004))

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence Congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

6. LH.0000-0079 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS --SENSE OF CONGRESS (WAPA, 1/2001)

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

SECTION D - STATEMENT OF WORK

FOR

REMOVAL, TRANSPORTATION, AND DISPOSAL/RECYCLING OF
BUSHINGS, ELECTRICAL EQUIPMENT, WASTE AND OIL
FROM

PHOENIX O & M COMPLEX
PHOENIX, ARIZONA
AND
COOLIDGE SUBSTATION
COOLIDGE, ARIZONA

August 13, 2004

**United States Department of Energy
Western Area Power Administration
615 South 43rd Avenue
Phoenix, Arizona 85009**

Technical Point of Contact: Enoe Marcum (602) 352-2422 Fax (602) 352-2414

1. PURPOSE

The purpose of this Statement of Work (SOW) is to obtain equipment, labor, materials, expertise and associated services to drain, load, transfer, transport, and dispose/recycle bushings, electrical equipment, waste and oil located in Phoenix and Coolidge, Arizona. See list of services below.

2. QUALIFICATIONS

The Contractor's bid or proposal must include a Statement of Qualifications indicating expertise in PCB handling and disposal, including employee training program information, a Spill Prevention Plan, and Environmental Liability Insurance policy statement.

3. CONTRACTOR COMPLIANCE

The Contractor shall comply with the following:

- a. Toxic Substances Control Act (40 CFR 761)
- b. Department of Transportation (49 CFR 171-172)
- c. Occupational Safety and Health Administration (Federal and State)

The Contractor shall be required to meet all applicable Federal, State, and local laws, regulations, and ordinances governing the handling, manifesting, loading, removal, transportation and disposal of the oil and equipment. If there is a conflict between these regulations and other applicable Federal, State, and local regulations and the specifications of this SOW, the more stringent requirements shall prevail.

4. WORK LOCATION

The Coolidge substation is located just north of the town of Coolidge, Arizona (approximately 51 miles from Phoenix). The Phoenix O & M Complex is located within the Phoenix city limits. Western will provide the Contractor with the address at time of award of contract.

5. TECHNICAL POINT OF CONTACT

Western's Technical Point of Contact (TPC) is Enoe Marcum, G0410, Western Area Power Administration, P.O. Box 6457, Phoenix, AZ 85005-6457, and Phone -(602) 352-2422, Fax - (602) 352-2414.

6. ENERGIZED SUBSTATION

The equipment that the Contractor will be working with will be de-energized. Other equipment and overhead lines in the yard are energized but the work site for the Contractor is away from the energized area. The Contractor is not allowed to work on-site without a Western representative being present.

7. SERVICES TO BE PERFORMED BY THE CONTRACTOR

- a. The Contractor shall commence work within 14 days after award of contract. Work on the following items shall be completed within 30 days after work start date:

The following line items are located at the Coolidge Substation:

- (1) **Bidding schedule item “Sample, drain and dispose of 230 kV bushing and oil”** includes sampling, draining and disposing oil from one 230 kV bushing and disposing of the drained bushing. The bushing is thirteen (13) feet long, weighs 2,000 pounds and contains sixty-five (65) gallons of untested oil.
- (2) **Bidding schedule item “Sample, drain and dispose of 115 kV bushing and oil”** included sampling, draining and disposing of oil from five (5) 115 kV bushings and disposing of the drained bushings. Each bushing is nine (9) feet long, weighs one thousand five hundred (1,500) pounds and contains forty-five (45) gallons of untested oil.
- (3) **Bidding schedule item “Sample, drain and dispose of 115 kV bushings and oil”** includes sampling, draining and disposing of oil from six (6) 115 kV bushings and disposing of drained bushings. Each bushing is seven (7) feet long, weighs one thousand (1,000) pounds and contains thirty (30) gallons of untested oil.
- (4) **Bidding schedule item “Sample, drain and dispose of 115 kV bushings and oil”** includes sampling, draining and disposing of five (5) 115 kV bushings and drained bushings. Each bushing is five (5) feet long, weighs four hundred (400) pounds and contains twenty gallons (20) gallons of untested oil.
- (5) **Bidding schedule item “Sample, drain and dispose of 115 kV bushings and oil”** includes sampling, draining and disposing of oil from one 115 kV bushing and disposing of the drained bushing. The bushing is eight (8) feet long, weighs one thousand two hundred (1,200) pounds and contains forty (40) gallons of untested oil.
- (6) **Bidding schedule item “Dispose of PCB 15 kV bushing”** includes disposing of one oil or compound-filled bushing. The bushing is two (2) feet long and weighs seventy-five pounds. The oil or compound is assumed PCB (>500ppm). The Contractor shall transport the bushing in spill-proof containment.
- (7) **“Bidding schedule item “Dispose of 69 kV oil-filled bushings”** includes disposing of six (6) 69 kV oil-filled bushings. Each bushing is six (6) feet long, weighs four hundred and fifty (450) pounds and contains twenty (20) gallons of untested oil. The Contractor shall transport the bushings in spill-proof containment.

Once the PCB concentration is identified from laboratory results, the Contractor shall transport and dispose/recycle the oil and the drained bushings in accordance with all applicable regulations. Proof of a minimum of three jobs draining large bushings that normally have no draining feature will be required. The Contractor shall provide job listings and contacts.

- (8) **Bidding schedule item “Dispose of potential transformers”** includes disposing of three (3) potential transformers (PTs). Two of the PTs are five (5) feet tall with a two (2) foot square base, weigh one thousand two hundred (1,200) pounds each and contain approximately five (5) gallons of untested assumed PCB (>500ppm) oil. One PT is nine (9) feet high, with a three (3) foot square base, weighs one thousand five hundred (1,500) pounds and contains approximately eight (8) gallons of untested, assumed PCB (>500ppm) oil. The Contractor shall dispose of these units in accordance with all applicable regulations.

The following line items are located at the Phoenix O & M Complex:

- (9) **Bidding schedule item “Dispose of two coupling capacitor potential devices”** includes the disposal of two coupling capacitor potential devices, assumed

>500ppm PCBs. Each unit is approximately six feet high, has a three feet square base, contains three gallons of oil and weighs six hundred pounds.

- (10) **Bidding schedule item “Dispose of twenty-five PCB capacitors”** includes disposing of 25 small assumed PCB (>500ppm) capacitors that weigh less than one pound each.
- (11) **Bidding schedule item “Dispose of potential transformer and parts”** includes disposing of a non-PCB, dry potential transformer (PT) and a fifty-five gallon drum containing porcelain pieces of the top of the PT. The PT measures three feet high by three feet square and weighs approximately seven hundred pounds. The porcelain is dry; there is no oil in the drum.
- (12) **Bidding schedule item “Dispose of sixteen non-PCB capacitors”** includes disposing of 16 oil-filled non-PCB capacitors. Each unit is approximately two feet high by two feet long by 4 inches wide and weighs one hundred and fifty pounds. The units are certified by the manufacturer to be non-PCB.
- (13) **Bidding schedule item “Dispose of 55 gallon drum of non-PCB oil/water mixture”** includes disposing of one drum containing non-PCB oil and water mixture.
- (14) **Bidding schedule item “Dispose of 20 gallons of non-PCB oil”** includes disposing of approximately twenty gallons of non-PCB oil contained in a 55 gallon drum.
- (15) **Bidding schedule item “Dispose of 5 gallons of lubricating oil”** includes the disposal of a five-gallon bucket of lubricating oil.
- (16) **Bidding schedule item “Dispose of fluorescent lamps”** includes disposing of three hundred (300), four foot (4') and thirteen (13), eight foot (8') fluorescent lamps.
- (17) **Bidding schedule item “Dispose of aerosol cans and miscellaneous paint products”** includes disposing of approximately eight aerosol cans of paint, five, five-gallon buckets of paint and approximately twenty-five, one-gallon cans of paint.
- (18) **Bidding schedule item “Dispose of two gallons of flushing compound”** includes two, one-gallon cans of flushing compound, possibly used for flushing radiators.

8. OIL DISPOSAL

Once the PCB content of the oil has been identified from laboratory results, the oil shall be loaded, transported and disposed, recycled or reprocessed according to (40 CFR 761 (if applicable), Resource Conservation and Recovery Act (RCRA) “used oil”, and other applicable regulations. Used oil may be transported only by EPA-registered used oil transporters. The oil must be stored in containers provided by the Contractor that are labeled “Used Oil”. Use only U.S. transporters and disposal sites approved by Western. All PCB items shall be shipped under the appropriate disposal state’s Uniform Hazardous Waste Manifest. The Uniform Hazardous Waste Manifest shall be prepared by the Contractor and reviewed and signed by a Western representative. The Contractor shall determine the proper placards and be responsible for obtaining all transportation permits at its own expense.

9. OIL SPILLS

The Contractor is solely liable for all expenses related to spills, mishandling or incidents of regulated material attributable to his actions or the actions of his subcontractors. This

includes all response, investigation, cleanup, disposal, permitting, reporting and requirements from applicable environmental regulation agencies.

10. EQUIPMENT DISPOSAL

The Contractor is responsible for loading, unloading, and transporting all equipment to the disposal site. Use only transporters and disposal sites approved by Western. All equipment shall be disposed of in accordance with Federal, State, and local requirements. Recycling is the preferred method of disposal for equipment which is not contaminated. All PCB items shall be shipped under the appropriate disposal state's Uniform Hazardous Waste Manifest. The Uniform Hazardous Waste Manifest shall be prepared by the Contractor and reviewed and signed by a Western representative. The Contractor shall determine the proper placards and be responsible for obtaining all transportation permits at its own expense.

11. DOCUMENTATION OF RECYCLING/DISPOSAL

The Contractor shall supply Western, within thirty days, documentation of the weight and/or amount of gallons of materials recycled and the weight and/or gallons of materials disposed of. The Contractor shall record quantities of the oil that is recycled, reused or reprocessed in gallons and separate by type - <2ppm PCB, 2 to 50ppm PCB and 50 or greater ppm PCB. The Contractor shall provide, within 45 days from completion, complete documentation of all movement and disposal to verify that the equipment and waste included in this SOW have been disposed of, recycled, or reprocessed in accordance with applicable laws and regulations. Amount, weights and dimensions shown on inventory list are approximations. The Contractor shall provide Western with copies of all analytical reports.

12. SITE REQUIREMENTS

Western will not provide loader or operator assistance. The Coolidge substation and the Phoenix O & M Complex are hard-hat-required facilities. Access to the facilities is restricted to the hours of 6:00 a.m. to 4:30 p.m. Monday thru Thursday. Western will have a representative on site to monitor compliance with EPA, OSHA and other regulatory agency requirements.

13. SAFETY

- a. In performing the work required by this contract, the Contractor shall comply with all applicable Federal, State, or local safety, health, or industrial safety codes including the latest effective standards promulgated by the Secretary of Labor for the Department of Labor and Health Administration, Safety and Health Standards (29 CFR 1910) and the Construction Safety and Health regulations promulgated under Section 107 of the Contract Work Hours and Safety Standards Act (29 CFR 1926). If there is a conflict between the requirements of the applicable Federal, State, or local safety, health, or industrial safety codes, the more stringent requirements shall prevail. The United States is liable only for negligence on the part of its employees in accordance with the Federal Government Claims Act, as amended.
- b. Prior to commencing work, an onsite safety meeting shall be held with Western's representative to address and discuss safety procedures related to the work required, and to discuss potential hazards and their mitigation. Additionally, Western has the right to remove any Contractor employee that does not adhere to said requirements.

REGISTER OF WAGE DETERMINATIONS UNDER 3 U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT 3 EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor 3 WAGE AND HOUR DIVISION
3 WASHINGTON, D.C. 20210
3
3
William W. Gross Division of Wage 3 Wage Determination No: 1996-0223
Director Determinations 3 Revision No: 16
3 Date Of Revision: 06/16/2004

NATIONWIDE: Applicable in the continental U.S. and Hawaii Regions are defined as follows:

MIDWEST REGION: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin;
NORTHEAST REGION: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont;
SOUTH REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia;
WEST REGION: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for removal of oil spills, hazardous waste materials and related cleanup services.

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

23440 - Heavy Equipment Operator
MIDWEST REGION 24 .35
NORTHEAST REGION 23 .14
SOUTH REGION 23 .87
WEST REGION 21 .20
23470 - Laborer
MIDWEST REGION 13 .70
NORTHEAST REGION 14 .03
SOUTH REGION 10 .69
WEST REGION 12 .24
29090 - Environmental Technician
MIDWEST REGION 21 .67
NORTHEAST REGION 23 .07
SOUTH REGION 20 .55
WEST REGION 21 .80
31010 - Airplane Pilot 23.45
31361 - Truckdriver, Light Truck
MIDWEST REGION 12 .36
NORTHEAST REGION 15 .49
SOUTH REGION 10 .04
WEST REGION 10 .45
31362 - Truckdriver, Medium Truck
MIDWEST REGION 19 .93
NORTHEAST REGION 19 .96
SOUTH REGION 16 .94
WEST REGION 18 .71
31363 - Truckdriver, Heavy Truck
MIDWEST REGION 20 .88
NORTHEAST REGION 20 .96
SOUTH REGION 17 .76
WEST REGION 19 .64

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.09 an hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$2.59. For information regarding the Hawaii prepaid Health Care Act, please contact the Hawaii Employers Council.

**** UNIFORM ALLOWANCE ****

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

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

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents,

U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

{See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
 - 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
 - 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
 - 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
 - 5) The contracting officer transmits the Wage and Hour decision to the contractor.
 - 6) The contractor informs the affected employees.
- Information required by the Regulations must be submitted on SF 1444 or bond paper.

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

REGISTER OF WAGE DETERMINATIONS UNDER 3 U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT 3 EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor 3 WAGE AND HOUR DIVISION
 3 WASHINGTON, D.C. 20210
 3
 William W. Gross Division of Wage 3 Wage Determination No: 1996-0224
 Director Determinations 3 Revision No: 14
 3 Date Of Revision: 06/16/2004

 NATIONWIDE: Applicable in the continental U.S. and Hawaii
 Regions are define as follows:
 MIDWEST REGION: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota,
 Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin;
 NORTHEAST REGION: Connecticut, Maine, Massachusetts, New Hampshire, New
 Jersey, New York, Pennsylvania, Rhode Island, and Vermont;
 SOUTH REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida,
 George, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma,
 South Carolina, Tennessee, Texas, Virginia, and West Virginia;
 WEST REGION: Arizona, California, Colorado, Idaho, Montona, Nevada, New
 Mexico, Oregon, Utah, Washington, and Wyoming.

Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for removal of oil spills, hazardous waste materials
 and related cleanup services.

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

- 23440 - Heavy Equipment Operator
 - MIDWEST REGION 24 .35
 - NORTHEAST REGION 23 .14
 - SOUTH REGION 23 .87
 - WEST REGION 21 .20
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 - WEST REGION 21 .80
- 31010 - Airplane Pilot 23.45
- 31361 - Truckdriver, Light Truck
 - MIDWEST REGION 12 .36
 - NORTHEAST REGION 15 .49
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- 31363 - Truckdriver, Heavy Truck
 - MIDWEST REGION 20 .88
 - NORTHEAST REGION 20 .96
 - SOUTH REGION 17 .76
 - WEST REGION 19 .64

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

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

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HEALTH & WELFARE (Hawaii): \$1.09 an hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$2.59. For information regarding the Hawaii prepaid Health Care Act, please contact the Hawaii Employers Council.

**** UNIFORM ALLOWANCE ****

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

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

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

{Standard Form 1444 (SF 1444)}

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

SECTION E – CONTRACT PROVISIONS

7. 52.212-1 Instructions to Offerors-Commercial Items. (JAN 2004)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) *Availability of requirements documents cited in the solicitation*. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202)619-8925
Facsimile (202) 619-8978

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

(1) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215)697-2667/2179
Facsimile (215) 697-1462.

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be

obtained-

- (A) By telephone at (215) 697-2667/2179; or
- (B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

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

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

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

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

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

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

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

(4) A summary of the rationale for award;

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

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

8. 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) whose offer fully complies with the solicitation, the technical specifications, and the required delivery requirements,

(2) who has an acceptable record of past performance

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option (s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept

an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

9. LH.0000-0071 ELECTRONIC SUBMISSION OF DOCUMENTS VIA THE DOE IIPS SYSTEM (WAPA, 3/2002)

The following requirements apply if proposals or other documents are submitted electronically via the Dept of Energy's 'Industry Interactive Procurement System' (IIPS) or by other electronic means (e.g., electronic files on a CD-ROM):

(a) The terms and conditions contained in the 'Notice of Disclaimer' on the DOE IIPS system (agreed to when vendors register to use the IIPS system) are hereby incorporated into this solicitation/award document.

(b) All document files submitted electronically must be submitted in one or more of the following Microsoft Office 97 for Windows (or newer) file formats (e.g., .doc, .xls, .mdb, .ppt); portable document format (.pdf); or in the following graphic file formats (.gif or .jpg). Use whichever format is most appropriate for the type of document involved. Engineering drawings, if any, must be in AutoCAD, PDF, or in one of the acceptable graphic file formats. NOTE: if there are an inordinately large number of drawings, or if the file sizes are prohibitively large, contact the Contracting Officer before the proposal due date and time for further instructions.

(c) Offerors are responsible for ensuring their electronically- submitted files are free from viruses, are in the prescribed, readable format, and are not corrupted. Replacement of corrupt or unreadable files may be allowed at the sole discretion of the Contracting Officer. The Contracting Officer may notify the offeror and provide an opportunity for the offeror to submit clear and convincing evidence: 1) of the content of the proposal as originally submitted; and 2) that the unreadable condition of the proposal was caused by, or is the fault of, the Government.

(d) For purposes of determining the timeliness of proposal submissions, the date/time stamp (DTS) assigned by the IIPS system will be used. The IIPS DTS default uses Eastern Time, so proposal due dates expressed in other time zones will be converted to Eastern Time to make the timeliness determination, unless otherwise specified in the solicitation.

(e) Electronic signatures: submission of proposals via DOE's IIPS system will constitute 'signed' copies of the required documents. The name of the authorized, responsible company official who would normally sign that document shall be entered on the signature line. In addition, the Contracting Officer may require, at his or her discretion, a signed, paper copy of each original signature page to be submitted via US Mail or by facsimile.

(f) Updates or changes to proposals or other documents originally submitted via the IIPS system must also be submitted via IIPS. In the event that a conflict or discrepancy is discovered between a paper copy of a vendor or Government document, the copy as posted on the IIPS system shall be considered the official, 'controlling' version of the document.

(g) Offerors must use discrete file names (and descriptions, where applicable) for all files uploaded to the IIPS system.

(h) Offerors agree to, and certify, that they have not made any changes to Government-originated files/documents - other than for expected signatures or fill-ins - that must be returned to the Government (e.g., Representations and Certifications). Any questions or concerns about any Government documents must be communicated directly to the Contracting Officer.

10. 52.212-3 Offeror Representations and Certifications-Commercial Items. (May 2004)

(a) *Definitions.* As used in this provision:

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

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

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

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

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

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

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

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

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

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

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
 (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

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

(i) General. The offeror represents that either-

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

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

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

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

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246-*

(1) Previous contracts and compliance. The offeror represents that-

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

(ii) It has, has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

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

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

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

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

FTA Country or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).*

(Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

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

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

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

[The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.