

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				1. Requisition Number 67985		PAGE 1 OF 44					
<i>Offeror to Complete Blocks 12, 17, 23, 24, &amp; 30</i>											
2. Contract No. DE-AF65-04WG67985		3. Award/Effective Date See 31(c)		4. Order Number		5. Solicitation Number DE-RQ65-04WG67985					
7. For Solicitation Information Call:		a. Name Catherine M. Castle ccastle@wapa.gov			b. Telephone No (No collect calls) 602-352-2776		6. Solicitation Issue Date September 29, 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 checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set-Aside 100 % for  <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv. Business <input type="checkbox"/> 8(A) NAIC: 237130 Size Standard: \$28.5 mil		11. Delivery for FOB Destination <input checked="" type="checkbox"/> See Schedule		12. Discount Terms			
15. Deliver To  See attached Statement of Work		Code		16. Administered By Western Area Power Administration P.O. Box 6457 Phoenix, AZ 85005-6457				Code G1500			
17a. Contractor/Offeror  DUN: _____  Phone No. _____		Code		Fac Code		18a. Payment Will Be Made By 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			

**SCHEDULE Continued**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
<b>B.1</b>	<b>(b) Continuation of any block from SF1449</b>				
	<b>SUPPLIES/SERVICES AND PRICES/COSTS</b>				
	In accordance with the attached Statement of Works entitled Helicopter Inspection of Los Banos-Gates 500-kV Transmission Line:				
<b>001</b>	Visual Inspection Services of approximately 84 miles of 500kV Transmission Line for the Path 15 project from Los Banos Substation to Gates Substation	1	LS		\$ _____
<b>002</b>	Deliverable – Provide report summarizing results of inspection, to include photographs, cross reference to each discrepancy or condition noted a tabular listing of all structures and spans, discrepancies, and recommendations for each structure or span. Reports to be provided in both electronic and hard copy, four (4) each.	1	LS		\$ _____
				<b>TOTAL</b>	\$ _____
	UNIT ABBREVIATIONS:				
	LS = Lump Sum				

**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. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

(a) Definitions. As used in this clause-

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

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

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

"Registered in the CCR database" means that-

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

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

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 numbers that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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

(1) An offeror may obtain a DUNS number-

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

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

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

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

**3. 52.232-18 AVAILABILITY OF FUNDS**

**(APR 1984)**

(IAW FAR 32.705-1(a))

**4. 52.242-15 STOP-WORK ORDER**

**(AUG 1989)**

(IAW FAR 42.1305(b)(1))

**5. 52.246-4 INSPECTION OF SERVICES – FIXED PRICE**

**(AUG 1996)**

(IAW FAR 46.304)

**6. ACCEPTANCE (WAPA 5/96)**

Acceptance of all work and effort under this contract (including Reporting Requirements, if any) shall be accomplished by the Contracting Officer, or any duly designated representative. The Government requires thirty (30) calendar days from date of receipt at the delivery locations to perform final acceptance of delivered units.

**7. 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)**

(a) Purpose. The purpose of this clause is to ensure that the contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business

concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product. (i) The contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the contractor's performance of work under this contract for a period of (Contracting Officer see DEAR 9.507-2 and enter specific term) years after the completion of this contract. Furthermore, unless so directed in writing by the contracting officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, the contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information. (i) If the contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the contracting officer it shall not:

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award. (1) The contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the contracting officer. Such disclosure may include a description of any action which the contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the contracting officer, DOE may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the contracting officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is

determined to be in the best interests of the Government, the contracting officer may grant such a waiver in writing.

#### **8. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS- COMMERCIAL ITEMS (JUN 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).

(15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

(16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(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).

(19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(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)).

- \_\_\_ (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.

## **9. LG.0000-0010 APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND ALTERNATE COR (WAPA 1/96)**

The following duties have been assigned to Gary Bates who is appointed COR, and to David Radosevich 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.

#### **10. LH.0000-0027 REQUIRED INSURANCE (WAPA 12/1999)**

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

(1) Workman's Compensation Insurance, in accordance with the laws of the state where contract performance occurs; Occupational Disease Coverage; and Employees Liability Coverage.

(2) Comprehensive General and Automobile Liability Insurance (including contractual) with the following minimum coverages:

(i) GENERAL LIABILITY

(A) Bodily Injury \$1,000,000 per occurrence.

(B) Property Damage \$5,000,000 each accident; \$10,000,000 in the aggregate.

(ii) AUTOMOBILE INSURANCE

(A) Bodily Injury, \$500,000 per person; \$1,000,000 per occurrence.

(B) Property Damage, per occurrence: \$1,000,000.

(b) These policies shall have appropriate language waiving all subrogation rights against the Government, unless otherwise approved by the Contracting Officer.

(c) Prior to the commencement of work under this contract, the Contractor shall furnish a certificate or written statement of the above-required insurance to the Contracting Officer. The policies shall contain an endorsement to the effect that cancellation or any material change in the insurance policies that adversely affect the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notification is provided to the Contracting Officer.

(d) The contractor agrees to insert the substance of this clause, including this paragraph (d), into any subcontracts issued under this contract.

#### **11. 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](http://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.

## **12. 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.

**13. 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.

**14. 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.

# **ATTACHMENT A**

**Statement of Work**

**4 Pages**



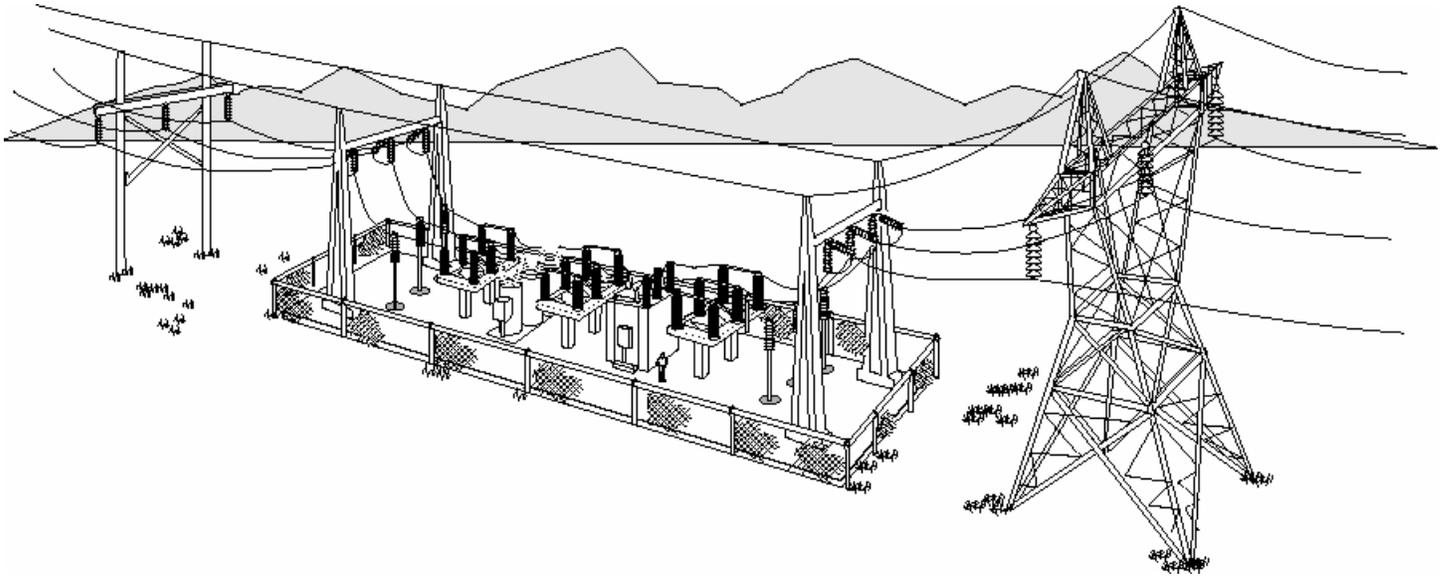
---

---

Statement of Work  
**Helicopter Inspection of the  
Los Banos-Gates 500-kV Transmission Line**

---

---



***CALIFORNIA***



## 1. Introduction

Western Area Power Administration (Western) owns and maintains a 500-kV transmission line from Los Banos Substation to Gates Substation. The transmission line is approximately 84 miles in length, and is on the west side of the San Joaquin Valley in California. The transmission line is a three phase single circuit line consisting of 245 latticed steel transmission towers, 98 single shaft steel poles, three bundle 1590 ACSR phase conductors and two overhead ground wires. A detailed close-up comprehensive visual inspection of the transmission line utilizing a helicopter, gyro stabilized binoculars, and digital camera is required to determine and document the existing condition of line.

## 2. Helicopter Operations

GENERAL: Helicopter operations shall conform to applicable FAA standards contained in 14 CFR 91, 133, and 135, and OSHA 1926.551, "Helicopters". At least 15 calendar days prior to starting helicopter operations, submit six copies of a written Operations and Safety Program (Program) to the COR for review and approval. Replacement of a pilot or helicopter will be allowed only after the existing program has been revised, submitted for approval, and approved by the COR. Helicopter operations will not be allowed until the revised Program has been approved.

PROGRAM REQUIREMENTS: Program submittals shall include copies of the following:

- a. Affidavit signed by the chief pilot of the helicopter operator certifying credentials of pilot for the work to be performed addressing the following:
  1. Evidence (e.g., pilots log, resume, etc.) of experience in class load, make, and model of aircraft, including affidavit certifying currency of training in aircraft make and model. Training must have included emergency procedures, weight and balance computations, performance charts, and training in the approved flight manual.
  2. If the pilot is not experienced in class load, make, and model, provide on-site training and supervision by the chief pilot until the pilot has demonstrated that they can perform the work safely. Minimum training period shall be at least 10 flying hours.
- b. Affidavit signed by the helicopter operator certifying compliance with 14 CFR 91, Subpart E, and possession of current:
  1. Airworthiness certificate.
  2. Aircraft registration.
  3. Radio station license.
  4. Current weight and balance.
  5. Operator's manual.
- c. Job hazard analyses shall be submitted for procedures addressing the following concerns:
  1. Emergency procedures.
  2. Communications between pilot and ground.
  3. Hazards involving aircraft flight attitudes.
  4. Static electricity discharge.

### **3. Visual Inspection**

From the helicopter, a journeyman lineman with at least 5 years experience in performing similar work shall perform a comprehensive visual inspection of the entire transmission line, including all towers, poles, insulators, conductors, overhead ground wires, hardware, and right-of-way conditions. Submit the lineman's resume and three references to the COR for review and approval at least 15 days prior to performing the work. The inspection shall be performed from an altitude(s) and position(s) that will provide detailed information on the following:

- a. Towers and Poles.
  - 1. Missing/loose/bent lacing, splice plates, ladder sections, etc.
  - 2. Missing bolts, nuts, etc.
- b. Conductors/Insulators/Hardware.
  - 1. Broken or missing insulator bells.
  - 2. Spacer dampers not attached to each sub-conductor, not spaced properly, or missing.
  - 3. Jumpers and idler insulators missing, not connected, etc.
  - 4. Missing bolts, nuts, cotter keys, etc.
  - 5. Conductor splices and locations.
- c. Overhead Ground Wire/Hardware.
  - 1. Location of insulators and grounding connections.
  - 2. Missing dampers.
  - 3. Missing bird flapper/diverter.
  - 4. Missing bolts, nuts, cotter keys, etc.
  - 5. OHGW splices and locations.
- d. Right-of-Way.
  - 1. Encroachments within 200 ft. of the centerline.
  - 2. Power line crossings.

### **4. Report**

The report shall include a narrative summarizing the results of the inspection, photographs cross reference to each discrepancy or condition noted a tabular listing of all structures and spans, discrepancies, and recommendations for each structure or span. The report shall be formatted in Microsoft Word and/or Microsoft Excel. Photographs shall be digitized, compatible with Microsoft Photo Editor, and included in the report. The digital camera shall be capable of optical magnification to provide sufficient detail to identify missing nuts, bolts, cotter pins, etc at a minimum of 100 feet.

Furnish four printed and four electronic copies of the report. The printed copies shall include prints of the digital photographs, be neatly bound, and include the project title and contract number. The electronic copies shall include the same information and photographs and be on compact discs.

The contractor shall provide all material, equipment, and resources to complete the work as identified.

**5. Schedule**

The inspection shall be performed within two weeks of the line being substantially complete, as determined by the COR. The line is expected to be substantially complete sometime between November 8, 2004 and December 13, 2004.

**6. Completion and Delivery**

Complete the work and deliver the report within three weeks from the line being substantially complete date.

Mail all copies of the report to:

Western Area Power Administration  
ATTN: David Radosevich, G5600  
615 S. 43<sup>rd</sup> Avenue  
Phoenix, AZ 85009

# **ATTACHMENT B**

**California WD 94-2045 Rev (21)**

**9 Pages**

94-2045 CA, FRESNO

WAGE DETERMINATION NO: 94-2045 REV (21) AREA: CA, FRESNO

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2046

\*\*\*\*\*

\*

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

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

William W.Gross Division of  
Director Wage Determinations

Wage Determination No.: 1994-2045  
Revision No.: 21  
Date Of Revision: 08/16/2004

State: California

Area: California Counties of Fresno, Madera, Mariposa, Merced

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.04
01012 - Accounting Clerk II	11.14
01013 - Accounting Clerk III	13.46
01014 - Accounting Clerk IV	16.86
01030 - Court Reporter	17.27
01050 - Dispatcher, Motor Vehicle	14.40
01060 - Document Preparation Clerk	12.25
01070 - Messenger (Courier)	8.55
01090 - Duplicating Machine Operator	12.25
01110 - Film/Tape Librarian	13.19
01115 - General Clerk I	9.29
01116 - General Clerk II	10.42
01117 - General Clerk III	11.26
01118 - General Clerk IV	12.79
01120 - Housing Referral Assistant	16.05
01131 - Key Entry Operator I	10.32
01132 - Key Entry Operator II	11.21
01191 - Order Clerk I	11.17
01192 - Order Clerk II	11.91
01261 - Personnel Assistant (Employment) I	12.61
01262 - Personnel Assistant (Employment) II	14.17
01263 - Personnel Assistant (Employment) III	15.11
01264 - Personnel Assistant (Employment) IV	17.38
01270 - Production Control Clerk	15.87
01290 - Rental Clerk	11.59
01300 - Scheduler, Maintenance	12.91
01311 - Secretary I	12.91
01312 - Secretary II	15.26
01313 - Secretary III	16.05
01314 - Secretary IV	18.15

01315 - Secretary V	19.77
01320 - Service Order Dispatcher	14.40
01341 - Stenographer I	14.47
01342 - Stenographer II	16.20
01400 - Supply Technician	18.15
01420 - Survey Worker (Interviewer)	13.65
01460 - Switchboard Operator-Receptionist	9.59
01510 - Test Examiner	15.26
01520 - Test Proctor	15.26
01531 - Travel Clerk I	10.70
01532 - Travel Clerk II	11.26
01533 - Travel Clerk III	12.20
01611 - Word Processor I	11.90
01612 - Word Processor II	12.98
01613 - Word Processor III	14.94
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.14
03041 - Computer Operator I	14.14
03042 - Computer Operator II	16.10
03043 - Computer Operator III	18.61
03044 - Computer Operator IV	20.64
03045 - Computer Operator V	22.91
03071 - Computer Programmer I (1)	15.06
03072 - Computer Programmer II (1)	18.54
03073 - Computer Programmer III (1)	25.47
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	23.71
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.60
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	15.41
05010 - Automotive Glass Installer	13.78
05040 - Automotive Worker	13.78
05070 - Electrician, Automotive	15.31
05100 - Mobile Equipment Servicer	12.23
05130 - Motor Equipment Metal Mechanic	15.31
05160 - Motor Equipment Metal Worker	13.78
05190 - Motor Vehicle Mechanic	15.63
05220 - Motor Vehicle Mechanic Helper	11.59
05250 - Motor Vehicle Upholstery Worker	13.58
05280 - Motor Vehicle Wrecker	13.78
05310 - Painter, Automotive	14.54
05340 - Radiator Repair Specialist	13.78
05370 - Tire Repairer	11.82
05400 - Transmission Repair Specialist	15.31
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.92
07010 - Baker	10.83
07041 - Cook I	10.91
07042 - Cook II	11.48
07070 - Dishwasher	7.66
07130 - Meat Cutter	11.61
07250 - Waiter/Waitress	8.19
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	14.54
09040 - Furniture Handler	11.59

09070 - Furniture Refinisher	14.54
09100 - Furniture Refinisher Helper	11.59
09110 - Furniture Repairer, Minor	13.01
09130 - Upholsterer	14.54
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.36
11060 - Elevator Operator	8.54
11090 - Gardener	11.52
11121 - House Keeping Aid I	7.76
11122 - House Keeping Aid II	9.08
11150 - Janitor	9.72
11210 - Laborer, Grounds Maintenance	10.71
11240 - Maid or Houseman	7.76
11270 - Pest Controller	11.19
11300 - Refuse Collector	10.74
11330 - Tractor Operator	10.01
11360 - Window Cleaner	10.39
12000 - Health Occupations	
12020 - Dental Assistant	12.46
12040 - Emergency Medical Technician (EMT)/Paramedic/ Ambulance Driver	13.05
12071 - Licensed Practical Nurse I	12.66
12072 - Licensed Practical Nurse II	14.21
12073 - Licensed Practical Nurse III	15.89
12100 - Medical Assistant	10.87
12130 - Medical Laboratory Technician	14.96
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.36
12222 - Nursing Assistant II	9.40
12223 - Nursing Assistant III	10.25
12224 - Nursing Assistant IV	11.51
12250 - Pharmacy Technician	14.45
12280 - Phlebotomist	12.36
12311 - Registered Nurse I	18.43
12312 - Registered Nurse II	22.47
12313 - Registered Nurse II, Specialist	22.47
12314 - Registered Nurse III	27.29
12315 - Registered Nurse III, Anesthetist	27.29
12316 - Registered Nurse IV	32.68
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.04
13011 - Exhibits Specialist I	16.29
13012 - Exhibits Specialist II	18.25
13013 - Exhibits Specialist III	20.53
13041 - Illustrator I	16.29
13042 - Illustrator II	18.25
13043 - Illustrator III	20.53
13047 - Librarian	24.09
13050 - Library Technician	14.59
13071 - Photographer I	13.09
13072 - Photographer II	14.75
13073 - Photographer III	16.51
13074 - Photographer IV	20.43
13075 - Photographer V	24.70
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.12

15030 - Counter Attendant	8.12
15040 - Dry Cleaner	9.14
15070 - Finisher, Flatwork, Machine	8.12
15090 - Presser, Hand	8.12
15100 - Presser, Machine, Drycleaning	8.12
15130 - Presser, Machine, Shirts	8.12
15160 - Presser, Machine, Wearing Apparel, Laundry	8.12
15190 - Sewing Machine Operator	9.70
15220 - Tailor	11.35
15250 - Washer, Machine	8.60
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.59
19040 - Tool and Die Maker	21.56
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.80
21020 - Material Coordinator	16.37
21030 - Material Expediter	16.37
21040 - Material Handling Laborer	9.32
21050 - Order Filler	12.13
21071 - Forklift Operator	11.93
21080 - Production Line Worker (Food Processing)	8.15
21100 - Shipping/Receiving Clerk	11.49
21130 - Shipping Packer	13.60
21140 - Store Worker I	9.28
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	11.92
21210 - Tools and Parts Attendant	12.75
21400 - Warehouse Specialist	12.75
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.89
23040 - Aircraft Mechanic Helper	15.07
23050 - Aircraft Quality Control Inspector	20.69
23060 - Aircraft Servicer	16.90
23070 - Aircraft Worker	17.91
23100 - Appliance Mechanic	15.99
23120 - Bicycle Repairer	11.82
23125 - Cable Splicer	18.59
23130 - Carpenter, Maintenance	17.86
23140 - Carpet Layer	16.68
23160 - Electrician, Maintenance	17.74
23181 - Electronics Technician, Maintenance I	14.38
23182 - Electronics Technician, Maintenance II	17.10
23183 - Electronics Technician, Maintenance III	19.91
23260 - Fabric Worker	15.59
23290 - Fire Alarm System Mechanic	18.59
23310 - Fire Extinguisher Repairer	14.58
23340 - Fuel Distribution System Mechanic	19.55
23370 - General Maintenance Worker	14.00
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.29
23430 - Heavy Equipment Mechanic	19.18
23440 - Heavy Equipment Operator	20.37
23460 - Instrument Mechanic	18.59
23470 - Laborer	9.22
23500 - Locksmith	17.23
23530 - Machinery Maintenance Mechanic	18.89
23550 - Machinist, Maintenance	18.19
23580 - Maintenance Trades Helper	11.48
23640 - Millwright	20.04

23700 - Office Appliance Repairer	17.59
23740 - Painter, Aircraft	14.54
23760 - Painter, Maintenance	15.78
23790 - Pipefitter, Maintenance	20.74
23800 - Plumber, Maintenance	18.43
23820 - Pneudraulic Systems Mechanic	19.27
23850 - Rigger	19.27
23870 - Scale Mechanic	17.34
23890 - Sheet-Metal Worker, Maintenance	17.48
23910 - Small Engine Mechanic	13.78
23930 - Telecommunication Mechanic I	19.37
23931 - Telecommunication Mechanic II	20.14
23950 - Telephone Lineman	18.59
23960 - Welder, Combination, Maintenance	15.31
23965 - Well Driller	18.18
23970 - Woodcraft Worker	18.59
23980 - Woodworker	14.20
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.54
24580 - Child Care Center Clerk	11.60
24600 - Chore Aid	8.03
24630 - Homemaker	12.49
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.37
25040 - Sewage Plant Operator	18.36
25070 - Stationary Engineer	23.44
25190 - Ventilation Equipment Tender	14.92
25210 - Water Treatment Plant Operator	18.36
27000 - Protective Service Occupations(not set)-Police Officer	26.52
27004 - Alarm Monitor	12.41
27006 - Corrections Officer	23.76
27010 - Court Security Officer	24.85
27040 - Detention Officer	23.76
27070 - Firefighter	21.20
27101 - Guard I	8.92
27102 - Guard II	13.40
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.80
28020 - Hatch Tender	16.80
28030 - Line Handler	16.80
28040 - Stevedore I	15.88
28050 - Stevedore II	19.47
29000 - Technical Occupations	
21150 - Graphic Artist	17.43
29010 - Air Traffic Control Specialist, Center (2)	29.55
29011 - Air Traffic Control Specialist, Station (2)	20.53
29012 - Air Traffic Control Specialist, Terminal (2)	22.56
29023 - Archeological Technician I	13.67
29024 - Archeological Technician II	15.30
29025 - Archeological Technician III	18.96
29030 - Cartographic Technician	17.50
29035 - Computer Based Training (CBT) Specialist/ Instructor	24.61
29040 - Civil Engineering Technician	21.00
29061 - Drafter I	12.64
29062 - Drafter II	13.72
29063 - Drafter III	15.47
29064 - Drafter IV	17.32

29081 - Engineering Technician I	13.97
29082 - Engineering Technician II	15.25
29083 - Engineering Technician III	18.31
29084 - Engineering Technician IV	19.15
29085 - Engineering Technician V	23.68
29086 - Engineering Technician VI	28.65
29090 - Environmental Technician	15.49
29100 - Flight Simulator/Instructor (Pilot)	26.68
29160 - Instructor	19.65
29210 - Laboratory Technician	14.63
29240 - Mathematical Technician	17.32
29361 - Paralegal/Legal Assistant I	15.17
29362 - Paralegal/Legal Assistant II	17.12
29363 - Paralegal/Legal Assistant III	20.92
29364 - Paralegal/Legal Assistant IV	25.33
29390 - Photooptics Technician	17.32
29480 - Technical Writer	24.61
29491 - Unexploded Ordnance (UXO) Technician I	19.38
29492 - Unexploded Ordnance (UXO) Technician II	23.45
29493 - Unexploded Ordnance (UXO) Technician III	28.11
29494 - Unexploded (UXO) Safety Escort	19.38
29495 - Unexploded (UXO) Sweep Personnel	19.38
29620 - Weather Observer, Senior (3)	20.62
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.60
29622 - Weather Observer, Upper Air (3)	18.60
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.29
31260 - Parking and Lot Attendant	8.15
31290 - Shuttle Bus Driver	12.40
31300 - Taxi Driver	10.61
31361 - Truckdriver, Light Truck	11.51
31362 - Truckdriver, Medium Truck	13.11
31363 - Truckdriver, Heavy Truck	15.98
31364 - Truckdriver, Tractor-Trailer	15.98
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.94
99030 - Cashier	8.50
99041 - Carnival Equipment Operator	9.77
99042 - Carnival Equipment Repairer	10.42
99043 - Carnival Worker	7.66
99050 - Desk Clerk	9.32
99095 - Embalmer	19.38
99300 - Lifeguard	10.19
99310 - Mortician	20.05
99350 - Park Attendant (Aide)	12.55
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.87
99500 - Recreation Specialist	15.12
99510 - Recycling Worker	12.36
99610 - Sales Clerk	10.62
99620 - School Crossing Guard (Crosswalk Attendant)	8.59
99630 - Sport Official	10.19
99658 - Survey Party Chief (Chief of Party)	19.22
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.47
99660 - Surveying Aide	12.77
99690 - Swimming Pool Operator	13.33

99720 - Vending Machine Attendant	9.55
99730 - Vending Machine Repairer	13.33
99740 - Vending Machine Repairer Helper	10.37

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of

hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide

a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

## 15. 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, past performance 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.

## 16. PROPOSAL EVALUATION CRITERIA

(a) **AWARD WITHOUT DISCUSSIONS:** The Government intends to evaluate proposals and award a contract without discussions with offerors. Therefore, each initial offer should contain the offerors best terms from a price standpoint. However, the Government reserves the right to conduct discussions if later determined by the contracting officer to be necessary.

### (b) BASIS FOR CONTRACT AWARD

(1) **Performance Price Trade-Off (PPT):** This acquisition will utilize the PPT technique to make a best value award decision. Past Performance of offerors is equal to price. Price and Past Performance may be traded off, one against the other, as addressed in paragraph (b) below. The application of the PPT technique in contract award and selection and approval process is as follows:

(a) All offerors will receive a performance risk assessment rating of High Confidence, Significant Confidence, Confidence, Unknown Confidence, Little Confidence, or No Confidence.

(b) The Government reserves the right to award a contract to other than the lowest evaluated price offeror and award to a higher priced offeror with a better performance risk rating. The Contracting Officer shall make an assessment of the price proposed and the performance risk rating assigned to determine the best value for the Government.

(2) Past Performance Risk Assessment:

(a) Performance Risk will be evaluated in accordance with FAR 15.305(a)(2). Performance risk is assessed based on recency, relevancy and quality of performance. A relevance determination is made based upon whether an offeror's performance is relevant to this acquisition in terms of work, size and complexity. Past Performance information is not limited to just that of the offeror. It may also include predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirements. In assessing performance risk, the evaluators will employ several approaches including: (i) reviewing the experience listed in the proposal, (ii) evaluating the offerors' success in meeting small business subcontracting goals, (iii) seeking additional present and past performance information through the use of simplified questionnaires and (iv) using data independently obtained from other government and commercial sources.

(b) The purpose will be to identify and review the recency, relevancy and quality of the offeror's work present and past performance, and then make an overall risk assessment of the offeror's ability to perform this effort. The PPT process will result in an overall risk rating as defined below. This risk assessment represents the Government evaluation team's judgment of the probability of an offeror successfully accomplishing the proposed effort based on the offeror's demonstrated present and past performance.

<u>Rating</u>	<u>Definition</u>
<b>Exceptional/High Confidence</b>	Based on the offeror's performance record essentially no doubt exists that the offeror will successfully perform the required effort.
<b>Very Good/Significant Confidence</b>	Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.
<b>Satisfactory/Confidence</b>	Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort.
<b>Neutral/Unknown Confidence</b>	No performance record identifiable.
<b>Marginal/Little Confidence</b>	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements.
<b>Unsatisfactory/No Confidence</b>	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

(3) The following documents will be evaluated for responsiveness, completeness and compliance with requirements of the Request for Proposal. Incomplete items may be basis for rejection.

- A signed copy of the solicitation contract award document, SF 1449.
- Completed Supplies or Services and Prices/Costs schedule, Section B.
- Acknowledgment of all amendments (if applicable).
- Completed Representation and Instructions, FAR 52.212-3.
- Past Performance Questionnaires and applicable attachments.

(4) Pre-Award Survey of Prospective Contractors: If your response to this solicitation is favorable considered, a survey team may contact your facility to determine your ability to perform. Current financial statements and other pertinent data should be available for Government review at that time if not already on file with the office having cognizance over your facility.

Examples of these areas that may be investigated and evaluated are listed below:

- (1) Technical Capability
- (2) Production Capability
- (3) Plant Facilities and Equipment
- (4) Financial Responsibility
- (5) Purchases and Subcontracting
- (6) Accounting Systems
- (7) Quality Assurance
- (8) Transportation
- (9) Plant Security
- (10) Security Clearance
- (11) Labor Resources
- (12) Performance Record
- (13) Ability to Meet Delivery Schedules
- (14) Other as Appropriate

Offerors are advised that accomplishment of this survey is a part of the evaluation process and is not to be construed as an indication that an Offeror will receive or is in the best position to receive the award.

#### **PAST PERFORMANCE:**

Past performance shall provide adequate information describing the offeror's previous experience in **visual inspection of transmission line utilizing a helicopter, or work of a similar complexity and magnitude, both commercial and government** that are **ongoing or were completed in the last three years**. The offeror shall also list **all contracts having a similar complexity and magnitude** (maximum of **last ten consecutive** contracts) performed within the **past three years**. If the offeror has not performed ten contracts within the past three years having the same complexity or magnitude as required for this solicitation then please list whatever contracts performed (maximum of ten contracts). In addition, past performance information on contracts not listed by the offeror may be solicited by the Government. If an offeror does not have any past performance information to submit as the entity under which the proposal is being submitted, then the offeror should submit past performance data identified above under which the offeror's key personnel have worked. The offeror should provide all information regarding the past performance efforts applicable to predecessor companies. If the offeror claims there is no past performance, then that status must be identified to the Contracting Officer no later than the date and time due for past performance proposals from all offerors.

(1) Provide a summary of the previous contracts described above. **Include information on subcontractors** whose effort on this acquisition is projected to be more than 25% of the effort. The summary must include:

- (a) Name of project (contract number, if applicable)
- (b) Name and address of customer or government agency
- (c) Name and telephone number of customer contact or contracting officer
- (d) Dollar value and period of performance
- (e) Description of work performed

(2) Provide statements, letters, reports, or evaluations from prior customers indicating the level and quality of past performance on the above contracts.

(3) Mail attached Past Performance Questionnaire to all past performance references listed above and instruct them to return completed questionnaire directly to:

U.S. Dept of Energy  
Western Area Power Admin  
ATTN: Ms. Catherine M. Castle  
P.O. Box 6457  
Phoenix, AZ 85005-6457

MEMORANDUM FOR PROJECT OWNERS

FROM: U.S. Dept of Energy  
Western Area Power Admin  
P.O. Box 6457  
Phoenix, AZ 85005-6457

SUBJECT: Request for Performance Information

1. One of the integral considerations in proposal evaluations is the verification of the offeror's past and present performance on contracts which reflect the offeror's ability to perform on the proposed effort of a **inspection service for transmission lines by helicopter in Merced and Fresno Counties, CA**. We depend on information received from agencies such as yours, which have had first hand experience with the offeror, and for the evaluation of their performance. Therefore, request the attached questionnaire be completed concerning the offeror's past/present performance.
2. Our areas of interest in the offeror are summarized in the enclosed questionnaire. You are urged to submit your comments on other similar programs for which your activity has contracts or administers contracts with the offeror. Any additional information that you think would benefit the Government in our evaluation of the offeror's proposal would be appreciated. Please note, we may contact the offeror on problem areas or concerns identified to see what corrective actions have been taken or will be taken. However, the offeror was required to provide points of contact for each reference provided to the Government, and the individual's name completing the questionnaire will not be disclosed to the offeror.
3. Due to time constraints it is imperative that the questionnaire be completed and returned not later than **October 20, 2004** to Department of Energy, Western Area Power Administration, ATTN: **Ms. Catherine M. Castle**, Solicitation DE-RQ65-04WG67985, P.O. Box 6457, Phoenix, AZ 85005-6457. The completed document should be marked Source Selection Sensitive/For Official Use Only. We would appreciate the questionnaire to be returned to us by facsimile to the following phone number **(602) 352-2483**.
4. If additional information is required, please contact me at (602) 352-2776.

CATHERINE M. CASTLE  
Contracting Officer

ATTACHMENT  
Questionnaire

**QUESTIONNAIRE**

Attn: Ms. Catherine M. Castle (DE-RQ65-04WG67985)  
U.S. Department of Energy  
Western Area Power Administration  
P.O. Box 6457  
Phoenix, AZ 85005-6457

FOR: \_\_\_\_\_  
(Name of Offeror)

1. **CONTRACT INFORMATION:** Complete the following information on the contractor that provided or is currently providing services for your company.

a. Contractor's Name/Address/Phone:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Contract Number: \_\_\_\_\_

c. Program Title: \_\_\_\_\_

d. Contract Type:  Firm Fixed Price  
 Fixed Price Incentive  
 Cost Plus Award Fee  
 Cost Plus Incentive Fee  
 Other \_\_\_\_\_

e. Period of Performance: \_\_\_\_\_

f. Total Contract Dollar Value (as of this date): \_\_\_\_\_

g. Brief Description of Contracted Item(s) or Service(s):  
\_\_\_\_\_  
\_\_\_\_\_

2. When responding to this questionnaire, please use the following definitions as a guide:

**Exceptional/High Confidence**

Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. Based on the offeror's performance record essentially no doubt exists that the offeror will successfully perform the required effort.

**Very Good/Significant Confidence**

Performance meets contractual requirements and exceeds some to the Government’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor were effective. Based on the offeror’s performance record, little doubt exists that the offeror will successfully perform the required effort.

**Satisfactory/Confidence**

Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory. Based on the offeror’s performance record, some doubt exists that the offeror will successfully perform the required effort.

**Marginal/Little Confidence**

Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor’s proposed actions appear only marginally effective or were not fully implemented. Based on the offeror’s performance record, substantial doubt exists that the offeror will successfully perform the required effort. Changes to the offeror’s existing processes may be necessary in order to achieve contract requirements.

**Unsatisfactory/No Confidence**

Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the Contractor’s corrective actions appear or were ineffective. Based on the offeror’s performance record, extreme doubt exists that the offeror will successfully perform the required effort.

**Neutral/Unknown Confidence**

Did not observe performance in this area.

3. Please respond to the following questions regarding the Contractor’s past performance. For all ratings, please provide a narrative explaining how the Contractor either exceeded your requirement or how the Contractor failed to meet your requirement. If the Contractor had problems in a specific area, but you determined them to be non-impactive to the competition of the project, please state as such in your narrative remarks.

a. Please rate the Contractor’s organizational support structure and their ability to provide an adequate span of control and supervision.

- Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Neutral

Narrative: \_\_\_\_\_

b. Please rate the Contractor’s ability to provide experienced managers and supervisors, with the technical and administrative abilities needed to meet contract requirements recruit and retain quality, qualified personnel.

- Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Neutral

Narrative: \_\_\_\_\_

c. Please rate the Contractor's demonstrated ability to replace personnel, if necessary, without project delays.

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Neutral

Narrative: \_\_\_\_\_

d. Please rate the Contractors' ability to hire and manage quality subcontractors.

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Neutral

Narrative: \_\_\_\_\_

e. Please rate the Contractor in terms of numbers and quality of personnel and their ability to perform contract requirements.

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Neutral

Narrative: \_\_\_\_\_

f. Please rate the Contractor's ability to provide effective quality control, which resulted in a quality finished product.

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Neutral

Narrative: \_\_\_\_\_

g. Please rate the Contractor's ability to respond to short- or no-notice emergencies. Please state the specific emergency/no-notice action summarized for this evaluation that the contractor performed.

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Neutral

Narrative: \_\_\_\_\_

h. Please rate the Contractor's ability to identify problems as they occurred, suggest approaches to the identified problems, and the initiative displayed to solve such problems. Otherwise, how well did the contractor perform as a "Team" member?

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Neutral

Narrative: \_\_\_\_\_

i. Please rate the Contractor's overall compliance with contract terms and conditions.

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Neutral

Narrative: \_\_\_\_\_

j. Please rate the Contractor's responsiveness to contract changes.

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Neutral

Narrative: \_\_\_\_\_

k. Please rate the Contractor's ability to provide submittals in a timely manner. Submittals were well researched and clearly identified the proposed item.

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Neutral

Narrative: \_\_\_\_\_

l. Please rate the completeness and accuracy of the Contractor's post-award cost proposals.

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Neutral

Narrative: \_\_\_\_\_

m. Please rate the Contractor's timely resolution of punchlist items, and warranty calls.

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Neutral

Narrative: \_\_\_\_\_

n. Has the Contractor ever been given a cure notice, a show cause notice, a suspension of payment, or had a claim denied?

Yes (please explain)  
 No

Narrative: \_\_\_\_\_

o. Based on your judgment of the Contractor's performance, would you award the Contractor another Government contract?

Yes (please explain)  
 No (please explain)

Narrative: \_\_\_\_\_

p. What were the Contractor's strong points, if any, and what did you like best about their performance?

Narrative: \_\_\_\_\_

q. What were the Contractor's weak points, if any, and what did you like least about their performance?

Narrative: \_\_\_\_\_

r. Please rate the overall consistency and reliability of the Contractor's performance.

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Neutral

Narrative: \_\_\_\_\_

s. Please rate overall customer satisfaction with the Contractor's performance.

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Neutral

Narrative: \_\_\_\_\_

**Please rate the following requirement-specific area as it relates to the contractor's performance on the subject contract. Please provide a narrative explaining how the contractor either exceeded your requirement or how the contractor failed to meet your requirement, if possible. If the contractor had problems in a specific area, but you determined them to be non-impacted to the mission, please state as such in your narrative remarks.**

t. Please rate Contractor's ability to hire experienced personnel that are certified to inspect and/or work around high voltage energized substations.

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Neutral

Narrative: \_\_\_\_\_

4. The following information will help us track the responses received, as well as resolve whatever differences may arise between your perception of the contractor's performance and the contractor's perception of their performance. **You are advised that the offeror shall be given an opportunity to respond to adverse past performance information.**

a. Evaluator's Name: \_\_\_\_\_

b. Title: \_\_\_\_\_

c. Telephone Number: \_\_\_\_\_

d. Organization and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e. Length of involvement in the contract: \_\_\_\_\_

f. Date of questionnaire completion: \_\_\_\_\_

5. Again, thank you for your time and effort in assisting us with our requirement.

Catherine M. Castle  
Contracting Officer

**17. 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.