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7. FOR SOLICITATION INFORMATION CALL	a. NAME ATHENA M	. KLOSOWSKI		1	ONE NUMBER (No Colle 7179 X234		8. OFFER DU 05-Sep-20	E DATE/LOCAL TIME
9. ISSUED BY 56TH CONTRACTING SQUADRO ALAN.ZERO@LUKE.AF.MIL 623-8 14100 W. EAGLE STREET LUKE AFB AZ 85309-1217 TEL: 623-856-3449 FAX: 623-856-3447 15. DELIVER TO	CODE F( N - ALAN J. 3 356-3449 CODE F7	02604	10. THIS ACQUISITION IS UNRESTRICTED X SET ASIDE: 100% X SMALL BUSINESS SMALL DISADV. BUS 8(A) SIC: 9511 SIZE STANDARD: 5M 16. ADMINISTERED BY	6FOR	11. DELIVERY FOR DESTINATION UNL BLOCK IS MARKED SEE SCHEDUL 13 a. THIS CON UNDER DPAS 13 b. RATING 14. METHOD OF SC	FOB ESS LE NTRACT IS (15 CFR 70	12. DISCOU	NT TERMS RDER
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# SECTION SF 1449 CONTINUATION SHEET

SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT ITEM NO 0001 12.00 Months Analysis, drinking water FFP - Analysis, drinking water, labor, equipment, and materials to perform bacteriological, organic, and inorganic analysis of drinking water samples IAW Statement of Work. FY03 NSN B533-03-ANA-LYSIS MILSTRIP F7CCEV22030100 PURCHASE REQUEST NUMBER F7CCEV220301 SIGNAL CODE A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12.00	Months		
	Analysis, drinking water				
	FFP - Analysis, drinking w	ater, labor, equip	ment, and mat	erials to perform	
	bacteriological, organic, an	nd inorganic analy	sis of drinking	g water samples IAW	
	Statement of Work. FY04		-		
	NSN B533-03-ANA-LYS	IS			
	PURCHASE REQUEST N	JUMBER F7CCE	V220301		

SIGNAL CODE A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		12.00	Months		
	Analysis, drinking water				
	FFP - Analysis, drinking v	vater, labor, equip	ment, and mat	erials to perform	
	bacteriological, organic, an	nd inorganic analy	sis of drinking	g water samples IAW	
	Statement of Work. FY05				
	NSN B533-03-ANA-LYS	IS			
	PURCHASE REQUEST N	NUMBER F7CCE	V220301		
	SIGNAL CODE A				

NET AMT

ITEM NO 3003	SUPPLIES/SERVICES	QUANTITY 12.00	UNIT Months	UNIT PRICE	AMOUNT
	Analysis, drinking water				
	FFP - Analysis, drinking w	ater, labor, equip	ment, and mat	erials to perform	
	bacteriological, organic, an	nd inorganic analy	sis of drinking	g water samples IAW	
	Statement of Work. FY06		-		
	NSN B533-03-ANA-LYS	[S			
	PURCHASE REQUEST N	JUMBER F7CCE	V220301		
	SIGNAL CODE A				

NET AMT

ITEM NO 4004	SUPPLIES/SERVICES	QUANTITY 12.00	UNIT Months	UNIT PRICE	AMOUNT
	Analysis, drinking water				
	FFP - Analysis, drinking v	vater, labor, equip	ment, and mat	erials to perform	
	bacteriological, organic, a	nd inorganic analy	sis of drinking	g water samples IAW	
	Statement of Work. FY07				
	NSN B533-03-ANA-LYS	IS			
	PURCHASE REQUEST 1	NUMBER F7CCE	V220301		
	SIGNAL CODE A				

NET AMT

# DELIVERY INFORMATION

CLINS 0001	DELIVERY DATE POP 01-OCT-02 TO 30-SEP-03	UNIT OF ISSUE Months	QUANTITY 12.00	FOB Dest.	SHIP TO ADDRESS F7CCEV 56 CIVIL ENGINEERING/CEV (SERVICES) TIMOTHY IMDIEKE / ENVIRONMENTAL FLIGHT CHEIF 14002 WEST MARAUDER BLDG-302 LUKE AFB AZ 85309
1001	POP 01-OCT-03 TO 30-SEP-04	Months	12.00	Dest.	Same as CLIN 0001
2002	POP 01-OCT-04 TO 30-SEP-05	Months	12.00	Dest.	Same as CLIN 0001
3003	POP 01-OCT-05 TO 30-SEP-06	Months	12.00	Dest.	Same as CLIN 0001
4004	POP 01-OCT-06 TO 30-SEP-07	Months	12.00	Dest.	Same as CLIN 0001

# INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government

# CLAUSES INCORPORATED BY REFERENCE:

52.209-6	Protecting the Government's Interest When Subcontracting With	JUL 1995
50.010.4	Contractors Debarred, Suspended, or Proposed for Debarment	FED 2002
52.212-4	Contract Terms and ConditionsCommercial Items	FEB 2002
52.217-5	Evaluation Of Options	JUL 1990
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of	DEC 2001
	The Vietnam Era and Other Eligible Veterans	
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price	MAY 1989
	Adjustment (Multiple Year And Option)	
52.223-6	Drug Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.232-18	Availability Of Funds	APR 1984
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.233-3	Protest After Award	AUG 1996
52.242-15	Stop-Work Order	AUG 1989
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free EntryQualifying Country Supplies (End Products and	AUG 2000
	Components)	
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991
252.247-7023	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002
Alt III		

CLAUSES INCORPORATED BY FULL TEXT

# PERFORMANCE WORK STATEMENT

FOR BACTERIOLOGICAL AND ORGANIC AND INORGANIC

ANALYSIS OF DRINKING WATER SAMPLES

DATE: 11 Jul 2002 OPR: Bioenvironmental Engineering, 56 AMDS/SGPB (623-856-7521)

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**C-1 GENERAL INFORMATION**. The objective of this work effort is to prepare an application for drinking water sample analysis at Luke AFB and Gila Bend AFAF.

1.0 SCOPE OF WORK. The contractor shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform analysis of drinking water samples as defined in this performance of work statement. The contractor shall perform to the standards in this contract. The estimated quantities of work are listed in Technical Exhibit 1, Workload Estimates. All billing for this contract will be accomplished no more than monthly.

## 2.0 CONTRACTOR PERSONNEL.

2.1 Contract Manager. The contractor shall provide a contract manager who shall be responsible for the performance of work. The name of this person, and an alternate or alternates who shall act for the contractor when the manager is absent, shall be designated in writing to the contracting officer.

2.1.1 The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

2.1.2 The contract manager or alternate shall be available during normal duty hours within 60 minutes to meet on the installation with government personnel (designated by the contracting officer) to discuss problem areas. After normal duty hours, the manager or alternate shall be available within two hours.

2.1.3 The contract manager and alternate or alternates must be able to read, write, speak and understand English.

2.2 Contractor Employees. The contractor shall not employ persons for work in this contract if such employee is identified to the contractor by the contracting officer as a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population.

2.2.1 Contractor personnel shall present a neat appearance and be easily recognized as contractor employees.

2.2.2 The contractor shall make sure employees have the following current and valid professional certifications before starting work under this contract. Contract employees performing analysis must have current and valid state certifications in the analysis methods required under this contract. Proof of these certifications shall be submitted to the contracting officer prior to starting work under this contract.

2.2.2.1 The contractor shall operate a laboratory certified for drinking water analysis by the Environmental Protection Agency (EPA) and the Arizona Department of Health Services (ADHS). The laboratory must be in good standing with both agencies, and not be under review or investigation by either agency. The contractor must be participating in the EPA Quality Assurance Program. The contractor will submit proof of laboratory certification and applicable QA sample results prior to starting work under this contract.

2.2.2.2 The contractor must be certified to perform EPA and ADHS required analysis for all Safe Drinking Water Act (SDWA) contaminants, including those introduced under Phase II and Phase V. The contractor must obtain approval to sub-contract out any analysis required under this contract prior to doing so.

2.2.3 The contractor shall not employ any person who is an employee of the US Government if employing that person would create a conflict of interest. Additionally, the contractor shall not employ any person who is an employee of the Department of the Air Force, either military or civilian, unless such person seeks and receives approval according to DODD 5500-7, Joint Ethics Regulation. The contractor shall not employ any person who is an employee of the Department of the Air Force if such employment would be contrary to the policies of the US Air Force.

2.2.4 The contractor is cautioned that off-duty active military personnel hired under this contract may be subject to permanent change of station, change in duty hours, or deployment. Military Reservists and National Guard members may be subject to recall to active duty. The abrupt absence of these personnel could adversely affect the contractor's ability to perform, however, their absence at any time shall not constitute an excuse for nonperformance under this contract.

2.2.5 Security requirements. Contractor personnel will need a pass to get on and off Luke AFB. The contractor must provide the contracting officer with a list of employees who will provide courier services to transport samples from Luke AFB to the laboratory. Courier services should be performed by personnel employed by the contractor. The contracting officer will provide a letter to the contractor authorizing entry on the installation. Contractor employees must report to building 1150, Pass and Registration to obtain an entry pass.

#### 3.0 QUALITY CONTROL.

3.1 In compliance with the contract clause entitled "Inspection of Services," the contractor shall provide a Quality Control Plan that contains, as a minimum, the items listed in 3.2. to the contracting officer for acceptance not later than the pre-performance conference. The contracting officer will notify the contractor of acceptance or required modifications to the plan before the contract start date. The contract start date. The contract start date.

3.2 The plan shall include:

3.2.1 A description of the inspection systems to cover all services listed on the performance requirements summary (PRS). Description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the inspectors.

3.2.2 A description of the methods to be used for identifying and preventing defects in the quality of service performed.

3.2.3 A description of the records to be kept to document inspections and corrective or preventive actions taken.

3.3 The records of inspections shall be kept and made available to the government throughout the contract performance period and for the period after the contract completion until final settlement of any claims under this contract.

#### 4.0 QUALITY ASSURANCE.

4.1 According to the "Inspection of Services" clause, the government will evaluate the contractor's performance under this contract. For those tasks listed on the PRS (Technical Exhibit 1), the quality assurance evaluator (QAE) or evaluators will follow the methods of surveillance specified in this contract. Government personnel will record all surveillance observations. When an observation indicates defective performance, the QAE will require the contract manager or representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation, only acknowledgment that he or she has been made aware of the defective performance. Government surveillance of tasks not listed in the PRS or by methods other than those listed in the PRS (such as provided for by the Inspection of Services clause) may occur during the performance period of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Any actions taken by the contracting officer as a result of surveillance will be according to the terms of this contract.

4.2 Performance Evaluation Meetings. The contracting officer may require the contract manager to meet with the contracting officer, contact administrator, QAE, and other government personnel as deemed necessary. The contractor may request a meeting with the contracting officer when he or she believes such a meeting is necessary. Written minutes of any such meetings shall be recorded in the contract and signed by the contract manager and the contracting officer or contract administrator. If the contractor does not concur with any portion of the minutes, such nonconcurrence shall be provided in writing to the contracting officer within 10 calendar days following receipt of the minutes.

## 5.0 HOURS OF OPERATION.

5.1 The contractor shall perform the services required under this contract during the following hours: Mondays through Fridays, 0700 to 1600 hours. The contractor shall pick up the routine bacteriological samples required under this contract on Tuesdays after 1000 hours at building 810, 14053 West Shooting Star Street, Luke AFB. The contractor shall pick up all other samples required under this contract within 24 hours of notification by the government, including nights or weekends for emergency situations.

5.2 Holidays. Federal holidays or unique military activities may interfere with the service requirements identified above. If so, Bioenvironmental Engineering personnel will contact the contract manager to schedule an alternate date for sample collection.

5.3 Special Event or Emergency Services.

5.3.1. In the event of a positive bacteriological sample or exceedance of a maximum contaminant level, additional services will be required. The Government will need to collect samples immediately following a notification of exceedence. This will require the contractor to provide courier services within 24 hours of notification by Bioenvironmental Engineering personnel.

5.3.2. Bioenvironmental Engineering personnel may submit additional samples to the contractor in the event of an emergency (e.g., suspected contamination that threatens public health). This will require the contractor to provide courier services within 24 hours of notification by Bioenvironmental Engineering personnel.

6.0 RECORDS. The contractor shall be responsible for creating, maintaining, and disposing of only those government required records that are specifically cited in this performance work statement. If requested by the Government, the contractor shall provide the original record, or a reproducible copy of any such record within 5 working days of receipt of the request.

# C-2. DEFINITIONS.

# 1.0 GENERAL DEFINITIONS:

1.1 Defective Service. A service output that does not meet the standard of performance specified in the contract for that service.

1.2 Lot. The total number of potential service outputs in a surveillance period.

1.3 Performance Requirement. The point that divides acceptable and unacceptable performance of a task according to the performance requirement summary and the Inspection of Services clause. It is the number of defectives or maximum percent defective in the lot that is deemed acceptable. Any further defectives will require the government to effect the price computation system.

1.4 Performance Requirements Summary (PRS). A listing of the service outputs under the contract that are to be evaluated by the QAE on a regular basis, the surveillance methods to be used for these outputs, and the performance requirement of the listed outputs.

1.5 Quality Assurance. A planned and systematic pattern of all actions necessary to provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved.

1.6 Quality Assurance Evaluator (QAE). A functionally qualified person who performs quality assurance functions for a contracted service.

1.7 Quality Control. Those actions taken by a contractor to control the production of outputs to insure that they conform to the contract requirements.

1.8 Sample. A sample consists of one or more service outputs drawn from a lot for quality assurance surveillance.

#### 2.0 TECHNICAL DEFINITIONS:

2.1 Bioenvironmental Engineering. This workcenter is responsible for managing drinking water contract oversight and conducting the SDWA sampling at Luke Air Force Base and will collect the samples which will be analyzed under this contract.

2.2 Emergency Samples. Samples collected which require expedient analysis. Determination of emergency samples will be made by Bioenvironmental Engineering personnel.

2.3 Health Hazards. Any condition including faulty operating conditions, devices, or water treatment practices that may have undesirable effects on the consumer's health.

2.4 Maximum Contaminant Levels (MCLs). The maximum permissible level of a contaminant in drinking water which is delivered to any user of a public water system. MCLs are established by the National Primary Drinking Water Regulations.

2.5 National Primary Drinking Water Regulations (NPDWR). The standards for drinking water quality. Each NPDWR contains a Maximum Contaminant Level Goal (MCLG), an MCL or treatment technique, approved analytical, monitoring and reporting requirements for a contaminant of concern.

2.6 Safe Drinking Water Act (SDWA). The act that establishes standards for drinking water safety, Public Law 93-523, Title XIV of the Public Health Service Act, Safety of Public Water Systems. Amended in 1986.

2.7 Water Quality. The chemical, physical, radiological, and microbiological characteristics of water with respect to its suitability for a particular purpose.

# C-3 GOVERNMENT-FURNISHED PROPERTY AND SERVICES. None.

C-4 CONTRACTOR-FURNISHED ITEMS AND SERVICES. The contractor shall furnish the Government everything needed to perform this contract according to all its terms.

# C-5 SPECIFIC TASKS.

1.0 GENERAL INFORMATION. Title 40, Section 141 of the Code of Federal Regulations, or the Safe Drinking Water Act (SDWA) requires all operators of drinking water distribution systems to periodically sample source water for potential contaminants. The SDWA specifies the analytical methods to be used for measuring different types of contaminants in drinking water samples. SDWA also specifies that samples be analyzed in a laboratory certified by the U.S. Environmental Protection Agency (EPA) and the state environmental agency, if the state has primacy for enforcement. Arizona is a SDWA primacy state.

## 2.0 BACTERIOLOGICAL ANALYSIS

2.1 Bacteriological samples will be analyzed in a state certified laboratory using a presence/absence method for drinking water which utilizes appropriate Colilert® media. The contractor shall analyze 4-5 samples each week for total coliform and fecal/E-coli confirmation when required. Bioenvironmental Engineering may submit additional samples in the case of an emergency or special requirement.

2.2 Bioenvironmental Engineering personnel will collect at least 100 milliliter samples for microbiological examination. The contractor will provide Bioenvironmental Engineering personnel with presterilized 100 milliliter sample bottles created for this purpose. Also, these sample containers will have sodium thiosulfate, as a disinfectant neutralizer already in the container. The contractor shall provide chain of custody forms and any other necessary processing documents.

2.3 The contractor will transport samples from Luke AFB to the laboratory in an iced cooler. The contractor will pick up the samples at the Bioenvironmental Engineering office, building 810, 14053 West Shooting Star Street, Luke AFB after 1000 hours, unless other arrangements are made in advance by Bioenvironmental Engineering personnel. The courier shall provide the necessary signatures on the Chain of Custody Form and ensure that all samples are handled and processed in accordance with state and federal safe drinking water statutes.

2.4 Microbiological examination of samples will begin promptly upon return to the laboratory. If samples cannot be processed immediately, refrigerate these samples and process them as soon as possible. Samples will be cultured the day of delivery and read after 24 hours of incubation. The contractor will not allow the time elapsing between sample collection and examination to exceed 24 hours.

2.5 The contractor shall provide sample results for positive, special, or emergency samples to Luke Air Force Base immediately after the 24 hour incubation period, via telephone notification at (623) 856-7521 and fax at (623) 856-4574.

2.5.1 The contractor shall, within 5 working days of completing analysis of a compliance sample, submit an Arizona Reporting Form to the Arizona Department of Environmental Quality (ADEQ). The results of all drinking water samples identified as compliance samples on the chain of custody will be transcribed onto an Arizona Reporting Form. Non-compliance results must be reported to Bioenvironmental Engineering. The contractor will hand deliver original copies of the ADEQ form to Bioenvironmental Engineering, building 810, 14053 West Shooting Star Street, Luke AFB. In addition, upon request, the contractor will fax a copy of the sample analysis report with the Arizona form to Bioenvironmental Engineering at (623) 856-4574 and or to ADEQ.

# 3.0 CHEMICAL ANALYSIS

3.1 The SDWA specifies the analytical methods for measuring different types of contaminants in drinking water samples. The EPA requires primacy state environmental agencies to receive sample results for water systems in their jurisdictions and enforce maximum contaminant levels (MCLs). The SDWA also allows primacy states to impose more stringent requirements on water systems within their jurisdiction.

3.2 Sample Containers.

3.2.1 The contractor shall provide clean sample containers (e.g., free of debris and residue, acid-washed) and arrange delivery of these containers via courier. Sample containers will contain applicable preservatives. In the event that it is not acceptable for sample containers to contain preservatives, the preservatives will be provided. Sample preservation methods must be approved by ADHS. The contractor shall also provide chain of custody forms and any other necessary processing documents. The contractor must deliver the containers and necessary documents to Bioenvironmental Engineering, building 810, 14053 West Shooting Star Street, Luke AFB within 24 hours of request, unless other arrangments are made.

3.2.2 The contractor will provide Bioenvironmental Engineering with a user's guide. This guide must include specific instructions regarding how to request specific analysis, how to ensure samples are processed in the most efficient manner, and points of contact for sample tracking and technical inquiries. Deliver this user's guide to Bioenvironmental Engineering, building 810, 14053 West Shooting Star Street, Luke AFB.

# 3.3 Courier Services.

3.3.1 The contractor will transport samples from Luke AFB to the laboratory in an iced cooler. The contractor will pick up the samples at the Bioenvironmental Engineering office, building 810, 14053

West Shooting Star Street, Luke AFB. The courier shall provide the necessary signatures on the Chain of Custody form and ensure that all samples are handled and processed in accordance with state and federal safe drinking water statutes and using procedures prescribed by ADHS. The courier and laboratory must handle the samples to ensure they will be valid evidence if ever required for litigation.

3.3.2 The courier will transport samples to the laboratory in an iced cooler. The courier will pick up the samples at the Bioenvironmental Engineering office, building 810, 14053 West Shooting Star Street, Luke AFB, within 24 hours of telephone notification by Bioenvironmental Engineering personnel.

3.4 Sample Analysis.

3.4.1 The contractor shall analyze the samples in a state certified laboratory with methods approved by ADHS. Bioenvironmental Engineering may submit additional samples to the contractor in the event of an emergency (e.g., suspected contamination that threatens public health). The contractor will analyze the samples within the legal holding time as specified in the analytical method. The contractor will analyze emergency samples and faxed results within 24 hours, when allowed by the analytical method, and 48 hours for all others.

3.4.2 The contractor will accomplish analysis on instruments dedicated solely to drinking water. The contractor will not analyze the drinking water samples on instruments that are also used for waste analysis. The contractor will accomplish the analysis using a method approved by the EPA and listed under 40 CFR 141.23, 40 CFR 141.24, and 40 CFR 141.30 and prescribed in Arizona Administrative Code R9-14-608. Laboratory detection limits and the number of significant digits included in reported results must comply with those specified in 40 CFR 141, Parts 23, 24 and 30. The contractor must ensure that all minimum reporting limits for analysis are less than the maximum contaminant level and, if applicable, the secondary maximum contaminant level.

3.4.3 The contractor will telephone Bioenvironmental Engineering, by the first working day that follows the incident, if any laboratory actions compromise the validity of the sample, or result in sample destruction. The contractor shall provide a repeat analysis at no charge to Luke AFB.

3.4.4 The contractor shall accomplish analysis of a trip blank, and a spiked matrix for each analysis requested. The laboratory will analyze these quality assurance samples with the samples submitted by Bioenvironmental Engineering. The results of the blank and the percentage recovered in the spiked sample will be reported to Bioenvironmental Engineering with the sample results.

3.5 Sample Reporting.

3.5.1 Bioenvironmental Engineering will collect the samples and initiate the Chain of

Custody.

3.5.2 The contractor shall transcribe all results for samples identified to be compliance samples onto an Arizona Reporting Form. Sample and system identification data will be transcribed from the chain of custody provided by Bioenvironmental Engineering onto the Arizona form. The contractor shall, within 5 working days of completing routine analysis, submit an Arizona Reporting Form to ADEQ. The contractor will hand deliver original copies of the ADEQ form to Bioenvironmental Engineering, building 810, 14053 West Shooting Star Street, Luke AFB. In addition, upon request, the contractor will fax a copy of the sample analysis report with the Arizona form to Bioenvironmental Engineering at (623) 856-4574.

3.5.3 Screen all sample results for noncompliance with ADEQ and EPA MCL's. If a sample result exceeds an EPA or ADEQ MCL, the contractor will telephone Bioenvironmental Engineering at (623) 856-7521 within twenty-four hours.

3.5.4 In addition to the Arizona Reporting Form, the contractor will ensure all reports contain as a minimum: the base sample number, contract laboratory sample number, sample site identifier, analysis method, date analyzed, sample result, and the respective MCL. This report must be signed by the chemist performing the analysis, and the laboratory director reviewing the analysis results.

3.5.5 The contractor will also provide electronic results in the following format within 5 working days of all performed analysis. The required information should be taken from the Chain of Custody and the laboratory report. The results should be tabulated using "Microsoft Access or Excel" software. The table must contain the following fields in the format specified. This electronic report will be forwarded via email to Air Force Institute for Environmental, Safety, and Occupational Health Risk Analysis (AF-IERA) with a courtesy copy to Bioenvironmental Engineering (email addresses provided by Bioenvironmental Engineering). Upon request, a floppy disk containing the requested data shall be delivered to Bioenvironmental Engineeing within 5 working days of the request. The following table contains the anticipated field definitions. These fields are subject to minor changes as driven by AF-IERA data compatability requirements.

Column Heading	Format	Examples
Base	Luke AFB or Gila Bend AFAF only	Luke AFB
Base Code	Character (5)	0114Z
Laboratory Sample Number	Number (30)	1-811-189-02S
Sample Type/Description	Character (40)	Drinking Water for Metals
Base Sample Number	Text (10)	BK990728
Comments	Text (254)	
Sample Collection Date	YYYY/MM/DD	2001/08/27
Sample Shipped Date	YYYY/MM/DD	2001/08/27
Lab Received Date	YYYY/MM/DD	2001/08/28
Lab Analysis Date	YYYY/MM/DD	2001/08/29
Results Returned Date	YYYY/MM/DD	2001/09/05
Sample Location	Text (80)	Well #13 at Gila Bend
Chemical Analysis	Text (80)	Nitrate
Building Number	Text (10)	Bldg 958
Analyzing Laboratory ID Code	Laboratory Name, Text (35)	Analytical Lab Inc.
Less than symbol "<"	Text (3)	<
Chemical Analysis Method	Character (35)	200.7
CAS Number	Character (15)	1479755
Point of Entry Number	Number (on chain of custody)	1
Well Number	Number (on chain of custody)	1
Chemical Group	character (35)	IOCs
Sample Status	Character (10)	Approved, Deleted, Cancelled, etc
Result	Character (10)	<0.002
Unit Of Measure	Character (10)	mg/L
Maximum Contaminant Level	Number	0.1
Minimum Detection Level	Number	0.002
Sample Collector	Character (25)	Timmermeyer, Jeremy
Test Cost	Money	\$15.00
Funding Document	Character (20)	QAF18514000003

3.5.6 Should Bioenvironmental Engineering request additional copies of any analytical reports generated by the contractor, the contractor must provide those copies within five working days of the request.

3.6 Contractor's Facilities. Upon receiving a telephone request from Luke AFB, the contractor shall arrange a quarterly meeting between Luke AFB and laboratory personnel at the contractor's facility. Luke AFB personnel will be allowed to tour the facility at this time. The facility must be located within one day's travel of

Luke AFB in order to facilitate this requirement. In addition, the laboratory must be made available for an external audit by the Air Force or its representative upon request by Luke AFB.

# C-6 APPLICABLE PUBLICATIONS AND FORMS.

Publications and forms that apply to this performance work statement are listed below. The publications and forms have been coded as mandatory or advisory. The contractor is obligated to follow those publications and use those forms coded as mandatory to the extent specified in other sections of this PWS. The contractor shall be guided by those publications or use those forms coded advisory to the extent necessary to accomplish requirements in this PWS. All Air Force publications and forms listed shall be provided by the government at the start of the contract.

#### Publications

1. Title 40, Code of Federal Regulations, Part 141 Subpart B, Maximum Contaminant Levels.

2. Title 40, Code of Federal Regulations, Part 141 Subpart C, Monitoring and Analytical Requirements.

3. Title 40, Code of Federal Regulations, Part 141 Subpart D, Reporting Public Notification and Recordkeeping.

4. Title 40, Code of Federal Regulations, Part 141 Subpart G, National Revised Primary Drinking Water Regulation Maximum Contaminant Level

5. Arizona Department of Environmental Quality, Title 18, Chapter 4, Environmental Quality Safe Drinking Water.

Forms

Arizona Department of Environmental Quality Reporting Forms

# **TECHNICAL EXHIBIT 1**

# PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Standard	Performance Requirement	Method of Surveillance	Maximum Payment Percentage for Meeting the Performance Requirement
C-5, 2.2/3.2 Provide sample containers and	Contractor must provide appropriate sample containers and required forms for all required		100%	10%
required forms	analysis within 24 hours of request		100/0	1070
C-5, 2.3/3.3 Provide Courier Service	Contractor must pick up samples after 1000 on Tuesday or within 24 hours of special request		100%	15%
C-5, 2.4/3.4 Sample Analysis	Contractor must analyze routine samples within 24 hours of receipt for bacteriological samples and 72 hours for all others		100%	35%
C-5, 2.5/3.5 Sample Reporting	Contractor will notify BE by telephone immediately of a positive bacteriological sample result or if sample result exceeds the MCL		100%	10%
C-5, 2.6/3.5 Sample Reporting	Contractor must transcribe water system identification, sample information and results to Arizona Reporting Form and mail to ADEQ, fax to BE, and hand carry to BE within 5 working days following sample analysis and QC review		100%	15%
C-5, 3.5 Sample Reporting	Contractor must provide electronic report of results with required information from the Chain of Custody in the format specified to BE		100%	15%

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# **TECHNICAL EXHIBIT 2**

# WORKLOAD ESTIMATES

# **ROUTINE BACTERIOLOGICAL ANALYSIS**

Location	Quantity	Service	Frequency
Building 810	4-5	Bacteriological sample pick-up	Weekly
Contract Laboratory	4-5	Bacteriological sample analysis	Weekly
Contract Laboratory	4-5	Bacteriological sample report and AZ Reporting Form	Weekly

### **EMERGENCY BACTERIOLOGICAL ANALYSIS**

In the event of a positive bacteriological sample, the contractor will analyze additional bacteriological samples, as required.

# **ROUTINE CHEMICAL ANALYSIS**

Analysis	Quantity	EPA Methods (EPA identified equivalent also allowed)	Frequency
Nitrate	9	300.0	Annual
Nitrite	9	4500NO2B	Every 9 years (2004)
Sulfate	9	300.0	Every 5 years (2005)
Fluoride	7	300.0/340.2	Every 3 years (2004)
Sodium	7	200.7	Every 3 years (2004)
Lead	25	239.2/200.7	Annual
Copper	25	200.7	Annual
Radiochemical	9	EPA Method or equivalent	Quarterly, Every 4 years (2004)
Asbestos	9	EPA Method or equivalent	Every 9 years (2004)
Inorganic Compounds	9	200.7/200.9/204.2/206.2/ 245.1/ 270.2/279.2/300.0/335.2	Every 3 years (2004)
Volatile Organic Compounds	9	502.2/524.2	Every 3 years (2004)
Synthetic Organic Compounds	9	504/507/508/ 515.5/525.2/548/549	Semi-annual, Every 2 years (2004)
Source Monitoring (1 Well)	Various	Various (see below)	As Required

\* *Source Monitoring includes*: Inorganic Compounds, Volatile Organic Compounds, Synthetic Organic Compounds, Asbestos, Radiochemicals, Corrosivity

# EMERGENCY CHEMICAL ANALYSIS

In the event of a exceedance of a maximum contaminant level or an emergency (e.g., suspected contamination that threatens public health) the contractor will analyze additional samples as required.

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# WAGE DETERMINATION NO: 94-2023 REV (24) AREA: AZ, PHOENIX

WAGE DETERMINATION NO: 94-2023 REV (24) AREA: AZ, PHOENIX REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR \*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\* WASHINGTON D.C. 20210 Wage Determination No.: 1994-2023 William W.Gross Division of | Revision No.: 24 Director Wage Determinations| Date Of Last Revision: 05/29/2002 State: Arizona Area: Arizona Counties of Apache, Coconino, Gila, Maricopa, Navajo, Pinal, Yavapai \*\*Fringe Benefits Required Follow the Occupational Listing\*\* **OCCUPATION TITLE** MINIMUM WAGE RATE Administrative Support and Clerical Occupations Accounting Clerk I 9.42 Accounting Clerk II 10.38 Accounting Clerk III 11.83 Accounting Clerk IV 14.23 Court Reporter 12.54 Dispatcher, Motor Vehicle 12.54 **Document Preparation Clerk** 10.63 Duplicating Machine Operator 9.69 Film/Tape Librarian 11.47 General Clerk I 7.94 General Clerk II 9.28 General Clerk III 10.12 General Clerk IV 12.04 Housing Referral Assistant 15.26 Key Entry Operator I 9.07 Key Entry Operator II 10.20 Messenger (Courier) 8.43 Order Clerk I 8.81 Order Clerk II 12.28 Personnel Assistant (Employment) I 10.20 Personnel Assistant (Employment) II 12.63 Personnel Assistant (Employment) III 14.20 Personnel Assistant (Employment) IV 15.84 Production Control Clerk 13 87 Rental Clerk 11.47 Scheduler, Maintenance 12.62 Secretary I 11.64 Secretary II 13.79

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Secretary III	15.26
Secretary IV	17.64
Secretary V	21.67
Service Order Dispatcher	10.95
Stenographer I	9.69
Stenographer II	10.89
Supply Technician	17.56
Survey Worker (Interview	
Switchboard Operator-Re	· · · · · · · · · · · · · · · · · · ·
Test Examiner	-
	13.79
Test Proctor	13.79
Travel Clerk I	10.36
Travel Clerk II	11.19
Travel Clerk III	12.02
Word Processor I	10.93
Word Processor II	12.48
Word Processor III	13.86
Automatic Data Processing	g Occupations
Computer Data Librarian	
Computer Operator I	9.57
Computer Operator II	12.11
Computer Operator III	14.34
Computer Operator IV	17.31
Computer Operator V	18.88
Computer Programmer I	
Computer Programmer II	
Computer Programmer II	
Computer Programmer IV	
Computer Systems Analy	
Computer Systems Analy	
Computer Systems Analy	
Peripheral Equipment Op	
Automotive Service Occup	
Automotive Body Repair	· •
Automotive Glass Install	
Automotive Worker	15.63
Electrician, Automotive	16.34
Mobile Equipment Servio	
Motor Equipment Metal	Mechanic 18.25
Motor Equipment Metal	Worker 15.78
Motor Vehicle Mechanic	17.37
Motor Vehicle Mechanic	Helper 12.16
Motor Vehicle Upholster	y Worker 14.59
Motor Vehicle Wrecker	15.78
Painter, Automotive	17.80
Radiator Repair Specialis	

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Tire Repairer	12.92				
Transmission Repair Specialist 17.37					
Food Preparation and Service Occupations					
-	.30				
	.77				
	1.30				
Dishwasher	7.33				
Food Service Worker	7.23				
Meat Cutter	13.37				
Waiter/Waitress	7.22				
Furniture Maintenance and R					
Electrostatic Spray Painter	16.50				
Furniture Handler	10.88				
Furniture Refinisher	16.50				
Furniture Refinisher Helper					
1					
Furniture Repairer, Minor	14.59 16.50				
1					
General Services and Suppor	7.21				
Cleaner, Vehicles					
Elevator Operator	8.06				
	6.00				
House Keeping Aid I	6.99				
House Keeping Aid II	8.06				
	06				
Laborer, Grounds Maintena					
Maid or Houseman	6.94				
Pest Controller	12.70				
Refuse Collector	8.06				
Tractor Operator	10.52				
Window Cleaner	9.13				
Health Occupations	11.01				
Dental Assistant					
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver 10.93					
Licensed Practical Nurse I	13.56				
Licensed Practical Nurse II	15.09				
Licensed Practical Nurse III					
Medical Assistant 9.92					
Medical Laboratory Technician 12.50					
Medical Record Clerk	11.70				
Medical Record Technician					
Nursing Assistant I	7.87				
Nursing Assistant II	8.84				
Nursing Assistant III	9.32				
Nursing Assistant IV	10.48				
Pharmacy Technician	12.19				
Phlebotomist	10.64				

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Registered Nurse I 17.28 Registered Nurse II 21.15 Registered Nurse II, Specialist 21.15 Registered Nurse III 25.59 Registered Nurse III, Anesthetist 25.59 Registered Nurse IV 30.65 Information and Arts Occupations Audiovisual Librarian 17.64 Exhibits Specialist I 15.53 **Exhibits Specialist II** 19.16 Exhibits Specialist III 23.37 Illustrator I 17.08 Illustrator II 21.07 Illustrator III 25.70 Librarian 20.22 Library Technician 12.08 Photographer I 13.50 Photographer II 15.56 Photographer III 19.20 Photographer IV 23.42 Photographer V 28 41 Laundry, Dry Cleaning, Pressing and Related Occupations Assembler 7.64 Counter Attendant 7.64 Dry Cleaner 7.91 Finisher, Flatwork, Machine 7.64 7.64 Presser, Hand Presser, Machine, Drycleaning 7.65 Presser, Machine, Shirts 7 64 Presser, Machine, Wearing Apparel, Laundry 7.64 Sewing Machine Operator 8.82 Tailor 9.87 Washer, Machine 8.20 Machine Tool Operation and Repair Occupations Machine-Tool Operator (Toolroom) 16.74 Tool and Die Maker 22.78 Material Handling and Packing Occupations Forklift Operator 12.27 Fuel Distribution System Operator 13.37 Material Coordinator 14.72 Material Expediter 14.72 Material Handling Laborer 10.62 Order Filler 10.28 Production Line Worker (Food Processing) 10.78 Shipping Packer 11.12 Shipping/Receiving Clerk 11.98

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Stock Clerk (Shelf Stocker; Store Worker II) 11.06 Store Worker I 8.00 **Tools and Parts Attendant** 12.73 Warehouse Specialist 12.73 Mechanics and Maintenance and Repair Occupations Aircraft Mechanic 19.02 Aircraft Mechanic Helper 13.32 Aircraft Quality Control Inspector 22.75 Aircraft Servicer 15.98 Aircraft Worker 17.11 Appliance Mechanic 16.50 **Bicycle Repairer** 12 92 Cable Splicer 19.98 Carpenter, Maintenance 16.50 Carpet Laver 15.63 Electrician, Maintenance 1999 Electronics Technician. Maintenance I 11.53 Electronics Technician, Maintenance II 19.51 Electronics Technician, Maintenance III 21.46 Fabric Worker 14.59 Fire Alarm System Mechanic 17.37 Fire Extinguisher Repairer 14.71 Fuel Distribution System Mechanic 19.11 General Maintenance Worker 15.63 Heating, Refrigeration and Air Conditioning Mechanic 17.37 Heavy Equipment Mechanic 16.63 Heavy Equipment Operator 17.34 Instrument Mechanic 19.98 7 80 Laborer Locksmith 16.50 Machinery Maintenance Mechanic 18.92 Machinist, Maintenance 17.37 Maintenance Trades Helper 12.16 Millwright 19.11 Office Appliance Repairer 16.50 Painter, Aircraft 18.09 Painter. Maintenance 16.50 Pipefitter, Maintenance 17.58 Plumber, Maintenance 16.70 Pneudraulic Systems Mechanic 17.37 17.37 Rigger Scale Mechanic 15.63 Sheet-Metal Worker, Maintenance 17.37 **Small Engine Mechanic** 15.63 Telecommunication Mechanic I 17.37 **Telecommunication Mechanic II** 21.02

17.37 **Telephone** Lineman Welder, Combination, Maintenance 17.37 Well Driller 17.37 Woodcraft Worker 17.37 Woodworker 13.37 **Miscellaneous** Occupations Animal Caretaker 8.07 Carnival Equipment Operator 10.26 **Carnival Equipment Repairer** 11.24 Carnival Worker 7.33 8.75 Cashier 9.75 Desk Clerk Embalmer 16.57 Lifeguard 9.02 Mortician 18.23 Park Attendant (Aide) 11.32 Photofinishing Worker (Photo Lab Tech., Darkroom Tech) 10.10 **Recreation Specialist** 13.51 **Recycling Worker** 11 29 Sales Clerk 10.59 School Crossing Guard (Crosswalk Attendant) 7.28 Sport Official 9.02 Survey Party Chief (Chief of Party) 20.46 Surveying Aide 12.33 Surveying Technician (Instr. Person/Surveyor Asst./Instr.) 17.37 Swimming Pool Operator 12.49 Vending Machine Attendant 9.86 Vending Machine Repairer 12.49 Vending Machine Repairer Helper 9.86 Personal Needs Occupations Child Care Attendant 9.75 Child Care Center Clerk 13.87 6.99 Chore Aid Homemaker 16.71 Plant and System Operation Occupations **Boiler** Tender 19.11 Sewage Plant Operator 17.48 Stationary Engineer 20.16 Ventilation Equipment Tender 12.16 Water Treatment Plant Operator 18.68 **Protective Service Occupations** Alarm Monitor 11.72 **Corrections Officer** 17.99 Court Security Officer 19.14 **Detention Officer** 18.00 Firefighter 18.02

Croand I	9.50			
Guard I	8.52			
Guard II	12.81			
Police Officer	21.77			
Stevedoring/Longshoreme	-			
Blocker and Bracer	13.79			
Hatch Tender	13.79			
Line Handler	13.79			
Stevedore I	12.85			
Stevedore II	16.06			
Technical Occupations				
Air Traffic Control Speci	alist, Center (2) 28.21			
Air Traffic Control Speci				
Air Traffic Control Speci				
Archeological Techniciar				
Archeological Techniciar				
Archeological Techniciar				
Cartographic Technician	20.36			
Civil Engineering Techni				
0 0	g (CBT) Specialist/ Instructor 21.36			
Drafter I	14.16			
Drafter II				
	15.90			
Drafter III	18.33			
Drafter IV	22.61			
Engineering Technician I				
Engineering Technician I				
Engineering Technician I				
Engineering Technician I				
Engineering Technician V				
Engineering Technician V				
Environmental Technicia				
Flight Simulator/Instructo				
Graphic Artist	20.44			
Instructor	20.44			
Laboratory Technician	14.00			
Mathematical Technician	20.13			
Paralegal/Legal Assistant	I 14.91			
Paralegal/Legal Assistant	II 17.65			
Paralegal/Legal Assistant	III 21.54			
Paralegal/Legal Assistant	IV 26.13			
Photooptics Technician	20.17			
Technical Writer	19.77			
Unexploded (UXO) Safet	v Escort 17.16			
Unexploded (UXO) Sweep Personnel 17.16				
Unexploded Ordnance (UXO) Technician I 17.16				
Unexploded Ordnance (U				
Unexploded Ordnance (U				
Chempioued Ordinance (C	220, 200 million 111 21.00			

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Weather Observer, Combined Upper Air and Surface Programs (3) 14.00 Weather Observer, Senior (3) 16.90 Weather Observer, Upper Air (3) 14.00 Transportation/ Mobile Equipment Operation Occupations Bus Driver 15.32 Parking and Lot Attendant 7.01 Shuttle Bus Driver 10.87 9.08 Taxi Driver Truckdriver, Heavy Truck 16.36 Truckdriver, Light Truck 10.82 Truckdriver. Medium Truck 14 87 Truckdriver, Tractor-Trailer 16.36

# ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dving, mixing, and pressing of sensitive ordance, 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 ordance, (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 ordance, 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 ordance, explosives, and incendiary material differential pay.

# \*\* UNIFORM ALLOWANCE \*\*

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

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

Source of Occupational Title and Descriptions:

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

Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

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

# 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(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 \$5 million.

(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 proposal 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; Proposal shall not be more than 50 pages.

(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 any and all Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

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

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

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

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

(f) Late submissions, modifications, revisions, and withdrawals of offers:

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

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

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

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

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

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

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

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

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

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

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

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925). (2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(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.

(2) 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://assist.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 offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at http://www.customerservice@dnb.com/. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

# 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

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

1. Price

- 2. Technical Capability
- 3. Past Performance

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option

prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of clause)

# 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2002) ALTERNATE I (APR 2002)

(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 of 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 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 small business concern" means a small business concern--

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(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 its 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.

"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 the stock of which is owned by one or more women; and 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-----

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(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 is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. 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 womenowned 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:

<sup>(8)</sup> 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.)

<sup>(</sup>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):

Average Annual

Number of Employees Gross Revenues

\_\_\_\_ 50 or fewer \_\_\_\_ \$1 million or less

\_\_\_\_ 51 - 100 \_\_\_\_ \$1,000,001 - \$2 million

\_\_\_\_ 101 - 250 \_\_\_\_ \$2,000,001 - \$3.5 million

\_\_\_\_\_251 - 500 \_\_\_\_\_\$3,500,001 - \$5 million

\_\_\_\_ 501 - 750 \_\_\_\_ \$5,000,001 - \$10 million

\_\_\_\_751 - 1,000 \_\_\_\_ \$10,000,001 - \$17 million

Over 1,000 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: \_\_\_\_\_.)

(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 in the 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 on 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.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

Black American.

\_\_\_\_Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_Individual/concern, other than one of the preceding.

(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 either 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 Subparts 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 as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Supplies" 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.

(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--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--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 as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

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

NAFTA 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--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." 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) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). 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--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

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\_\_\_\_\_

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). 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--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

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(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 NAFTA 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 NAFTA 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 NAFTA 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 NAFTA 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

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Listed Countries of Origin

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(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.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) 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 the 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 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.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006).)

(End of Clause)

52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: (623) 856-3447.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code) Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 Days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 Days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed <u>five</u> <u>years</u>.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION Employee Class Monetary Wage-Fringe Benefits

#### GS-5 \$11.98/hr plus 20% fringe benefits

(End of clause)

# 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

#### www.farsite.hill.af.mil

# 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.farsite.hill.af.mil

# 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any  $\underline{FAR}$  (48 CFR Chapter <u>1-15</u>) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

# 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any  $\underline{FAR}$  (48 CFR <u>1-15</u>) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

# 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (DEVIATION)

In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Order-Commercial Items (DEVIATION) clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023, Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of Clause)

# L-701 LUKE AZ STATE TAX

There are certain Arizona Taxes that are applicable to any contract. The offeror may contact the State of Arizona, Revenue Department, Sales Tax Audit Section, 1160 W. Monroe, Phoenix, AZ 85007, to determine the taxes and the base upon which such taxes must be paid. Such taxes, if any, shall be considered as being included in the offeror's price as stated in the bid schedule. These taxes are applicable to out-of-state as well as in-state firms

# L-703 CCR UPDATE (56 CONS/LGC) (Dec 00)

**ATTENTION CONTRACTORS**: The CCR handbook has been updated and is available at the http://www.ccr.gov homepage. New data elements have been included for contractors to identify their Government points of contact (POC); past performance POC, and E-Commerce POC. Contracts may now identify their social-economic status permitting expanded search capabilities by Government users to identify small, small-disadvantaged, women-owned businesses. Contractors are encouraged to update their CCR Registration information when changes occur. Contracting Officer e-mail address: alan.zero@luke.af.mil

#### L-704 REQUIRED INSURANCE (56 CONS/LGC) (Jun 01) (IAW FAR 28.306(b))

Reference FAR clause entitled "Insurance..." the Contractor shall, at it's own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.

a. Workman's Compensation and Employees Liability Insurance as required by law except that if this contract is to be performed in a State, which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workmen's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.

b. General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence shall be required on the comprehensive form of policy.

c. Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence of bodily injury and \$20,000 per occurrence for property damage shall be required.

# L-705 CLAUSES AND PROVISIONS

**B-1**.

(a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

(b) Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.

# (c) Section K, L and M will be physically removed from any resultant award, but will be deemed to be incorporated, by reference, in that award.

# L-707 HOURS OF WORK

The normal hours of work on Luke AFB, Gila Bend AFAF is from <u>7:30</u> AM to <u>4:30</u> PM, Monday through Friday, excluding holidays. Access to work sites may be restricted to these hours and days. Work during other than normal hours must be coordinated in advance with the Contracting Officer.

# L-713 INVOICE INSTRUCTIONS (56 CONS/CCB) (AUG 01)

The contractor will be paid monthly upon the submission of proper invoice for services performed during the preceding month. The contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. Vendor invoices must contain all the following critical elements to satisfy regulatory requirements and to be paid. An invoice must include:

- a. Name and address of the Contractor.
- b. Invoice date.
- c. Invoice number and/or account number on invoice submitted for payment.

d. Terms of any prompt payment discount offered, shipment number and date of shipment. Bill of lading number and weight of shipments on Government Bill of Lading.

e. Contract Number/Delivery Order Number or Purchase Order Number for supplies delivered, or services performed. **NOTE**: When a contract contains multiple contract line items (CLINs), the invoice must specify which CLINs are being billed.

f. Description of the goods or services billed, and...quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

g. Name and address of contractor official (the vendor) to which payment is to be sent (must be the same as that in the contract or on a proper notice of assignment). Vendor must be properly registered, and updated annually, in Central Contract Registry (CCR).

h. Name, title and phone number of person to be notified in event of defective invoice.

i. Contractor is **strongly encouraged** to assign a unique identification number to each invoice. Contract number <u>should not</u> be used as an invoice number.

j. All invoice correspondence must be identified to contents (i.e. INVOICE ENCLOSED). If possible, identify the flight LGCA and contract administrator on face of correspondence.

SEND ALL INVOICES TO:

# 56 CONS/LGCA ATTN: SSGT KLOSOWSKI

#### 14100 WEST EAGLE STREET LUKE AFB, AZ 85309-1217

Invoice will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.

### L-717 5352.214-9001. Award Statement (May 1994)

As prescribed in 5314.201-5(c), insert the following provision in Section M of solicitations:

Award Statement (AETC) (May 1994)

(a) Bidders shall bid on all items. Any bid that fails to cite a price for each item or fails to make an entry that indicates service will be provided at no charge will be rejected as nonresponsive and nonconforming to this solicitation.

(b) Only firm fixed-price bids will be evaluated. A bid using a sliding price scale or subject to escalation based on any contingency will be considered nonresponsive to this solicitation

#### L-718 5352.215-9001. Basis for Award (Jul 1993)

As prescribed in 5315.101-2(b)(1) insert the following provision in Section M of solicitations:

Basis for Award (AETC) (Jul 1993)

(a) Offerors shall propose on all items. Any offer that fails to cite a price for each item or fails to make an entry that indicates service will be provided at no charge will be rejected as nonconforming to this solicitation.

(b) Only firm fixed-price offers will be evaluated. An offer using a sliding price scale or subject to escalation based on any contingency will not be accepted and will be considered nonconforming to this solicitation.

(c) Only one contract will be awarded as a result of this solicitation. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.

# L-719 5352.217-9000. Option Clause Limitation Notice (Jul 1994)

As prescribed in 5317.208, insert the following clause in Section I of solicitations and contracts:

Option Clause Limitation Notice (AETC) (Jul 1994)

This contract contains two option provisions,

(i) Option to Extend Services, and

(ii) Option to Extend the Term of the Contract (see FAR 52.217-8 and FAR 52.217-9).

Either or both may be exercised unilaterally by the government. The clause entitled "Option to Extend the Term of the Contract" will not be exercised after any exercise of the "Option to Extend Services" clause.

## L-727 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATION (MAY 1996)

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, and a valid vehicle insurance certificate to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-209, the Air Force Resource Protection Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all base identification passes have been turned in , accounted for, or transferred to a follow-on contract. This certification shall be submitted to the contracting officer prior to submission of the final invoice for payment.

(g) Failure to comply with these requirements may result in withholding of final payment.

# L-730 5352.232-9000 Payments (AETC) (Jul 1993)

As Prescribed in 5332.908(c) insert the following clause in Section G of service solicitations and contracts containing FAR clause 52.232-25, Prompt Payment:

The contractor will be paid monthly on the submission of proper invoices for the services performed during the preceding month. The contractor shall submit invoices in four copies in accordance with part II, section I, clause entitled FAR 52.232-25, Prompt Payment. Invoices shall be submitted on a monthly basis covering the services performed during the preceding month. The contractor's monthly invoices shall be submitted to:

56 Contracting Squadron/LGCA Specialized Flight

14100 W. Eagle St.

Luke AFB, AZ 85309

(End of Clause)