

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W25PHS-4008-6171		PAGE 1 OF 152	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912BU-04-R-0010	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LINDA M DOBBS		b. TELEPHONE NUMBER (No Collect Calls) 215-656-6923		6. SOLICITATION ISSUE DATE 23-Jan-2004	
9. ISSUED BY US ARMY ENGINEER DISTRICT, PHILADELPHIA CONTRACTING DIVISION WANAMAKER BUILDING 100 PENN SQUARE EAS PHILADELPHIA PA 19107-3390 TEL: FAX:		CODE W912BU		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/ OFFEROR TEL.		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
FACILITY CODE							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

CAUTION TO BIDDERS/OFFERORS

All information required by the terms of the Solicitation must be furnished. MISTAKES OR OMISSIONS CAN BE COSTLY. Important items for you to check are included in, but not limited to, those items listed below. The checklist is furnished only to assist you in submitting a proper bid/offer. Check as you read.

- [] Have you acknowledged all amendments?
- [] Is your DUNS listed on the Standard Form 1449 – SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS?
- [] Is your bid/offer properly signed by an officer of your company in Block No. 30A of the Standard Form 1449 – SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS?
- [] If required, have you entered a unit price for each bid/offer item? (The solicitation will specifically state when this is necessary.) Did you provide subtotals after each?
- [] The Government may reject a bid/offer as non responsive if it is materially and mathematically unbalanced as to price for any bid/offer item or combination of items. A bid/offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.
- [] Are decimals in unit prices in the proper place? Are your figures legible?
- [] Are the extensions of your unit prices, and your total bid/offer price correct?
- [] Are all erasures or corrections initialed by the person signing the bid/offer?
- [] Have you restricted your bid/offer by altering the provisions of the solicitation?

Section SF 1449 - CONTINUATION SHEET

INSTRUCTIONS

The following items are required before an award can be made:

CENTRAL CONTRACTOR'S REGISTRATION: All contractors are required to register in the Central Contractor's Registration (CCR) Database before an award can be made. Contractor's can obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at www.ccr.gov. See DFARS Clause 52.204-7004 "Required Central Contractor Registration" in the solicitation document.

VETS 100 REPORT – You must be in compliance with the VETS 100 reporting requirement to receive a Federal contract of \$25,000.00 or more. The Department of Labor has made available several reporting options as follows:

1. Direct entry of information on VETS 100 website at:
<http://vets100.cudenver.edu>
2. Submission of an electronic file on a diskette; and
3. Submission of the VETS 100 Report in hard copy form

U.S. Department of Labor
Veterans Employment and Training Service
VETS 100 Report Office
6101 Stevenson Avenue
Alexandria, VA 22304-3540

INFORMATION ONLY – The Health & Safety Requirement Manual (EM 385-1-1) can be downloaded from the following web site:

<http://www.hq.usace.army.mil/soh/em385/385toc.htm>

SPECIAL NOTES TO OFFERORS

1. Offerors must bid on all Line Items. If no cost is associated with a specific item, it must be stated as such.
2. This solicitation contemplates the award of an indefinite Delivery Contract with a period of performance of one (1) year from the date of contract award, with the option to extend the term of the contract for each of two (2) option years.
3. Services shall be ordered by the Government in accordance with FAR Clause 52.216-18, entitled "Ordering". All services shall be rendered at the unit price set forth in Section B.

**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

The contractor shall furnish all labor, personnel, facilities, instrumentation, equipment, tools, materials, and supplies required to perform chemical analytical services for environmental sample analysis and prepare any reports required by individual delivery orders issued by the Contracting Officer in accordance with Section C- Scope of Work.

The “Effective Period of the Contract” is as follows:

Period	Start Date	End Date
Base Year	Date of Award	One (1) year after date of award
Option Year 1	366 days after award	One (1) year after option exercised
Option Year 2	732 days after award	One (1) year after option exercised

ORDERING LIMITATIONS:

Minimum Order: \$ 100.00
Maximum Order: \$75,000.00

In accordance with the options clauses, the following is an indication of the guaranteed minimum and maximum amounts for the base year and each of the option years should the Government elect to exercise the option:

	Minimum Amount	Maximum Amount
Base Year	\$6,000.00	\$300,000.00
Option Year 1	\$3,000.00	\$300,000.00
Option Year 2	\$3,000.00	\$300,000.00

Total Contract Ceiling: \$900,000.00

All delivery orders awarded under this contract shall be issued by:

U.S. Army Engineer District, Philadelphia
Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3390

In accordance with FAR Clause 52.228-5, Insurance—Work on a Government Installation (Jan 1997), the contractor shall provide and maintain the following kinds and minimum amounts of insurance:

Workman’s Compensation and Employees Liability Insurance Minimum \$100,000.00

General Liability Insurance, Minimum \$500,000.00 per occurrence with a minimum of \$100,000.00 of property damage insurance per occurrence.

Automobile Liability Insurance

Minimum \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury and \$20,000.00 per occurrence for property damage.

BASE YEAR: ANALYTICAL SERVICES
EFFECTIVE FOR ONE (1) YEAR AFTER DATE OF AWARD.

PURCHASE REQUEST NUMBER: W25PHS-4008-6171

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	INDIVIDUAL CHEMICAL ANALYSIS TESTS				
0001	Volatile Organics (Regular & Low Level) 5030B, 5035/8260B	200	Each		
0002	Volatile Organics (TCLP Extract) 1311/5030B/8260B	70	Each		
0003	Volatile Organics (Regular & Low Level) CLP OLM03.2/OLC02.0	10	Each		
0004	Volatile Organics 524	10	Each		
0005	Volatile Organics 624	10	Each		
0006	Encore soil sample container - 5 gram	200	Each		
0007	Encore soil sample container - 25 gram	200	Each		
0008	Semivolatile Organics 3510C,3520C,3540C,3550B,3580A/8270C	100	Each		
0009	Semivolatile Organics (TCLP Extract) 1311/3510C,3520C/8270C	10	Each		
0010	Semivolatile Organics CLP OLM03.2	10	Each		
0011	Semivolatile Organics 525	12	Each		
0012	Semivolatile Organics 625	12	Each		
0013	Organochlorine Pesticides 3510C,3520C,3540,3550B,3580A/8081A	35	Each		
0014	PCBs 1668A	35	Each		
0015	PCBs 3510C,3520C,3540C,3550B/8082,	35	Each		
0016	Organochlorine Pesticides and PCBs CLP	12	Each		
0017	Organochlorine Pesticides and PCBs 608	12	Each		
0018	Organochlorine Pesticides (TCLP Extract) 1311/3510C,3520C/8081A	12	Each		
0019	Organophosphorus Pesticides 3510C,3520C,3540C,3550B,3580/8141A	12	Each		
0020	Organochlorine Herbicides 8151A	12	Each		
0021	Organochlorine Herbicides (TCLP Extract) 1311/8151A	12	Each		
0022	Metals 3005A,3010A,3040A,3050B/6010B	200	Each		
0023	Metals 3020A,3040A,3050B/7000A Series	20	Each		
0024	Metals (TCLP Extract) 1311/3005A,3010A/6010B	20	Each		
0025	Metals - Mercury 7470A, 7471A	20	Each		

0026	Metals CLP ILM04.0	12	Each		
0027	Metals 200	12	Each		
0028	Full TCLP (including extraction) VOC, BNA, Pest Herb, Metals	700	Each		
0029	Cyanide 9010, 9012	12	Each		
0030	Cyanide CLP ILM04.0	12	Each		
0031	Cyanide 335.3	12	Each		
0032	Halogenated Volatile Organics 5030B/8011	12	Each		
0033	Aromatic Volatile Organics 5030B/8021B	12	Each		
0034	Polynuclear Aromatic Hydrocarbons 3510C,3520C,3540C,3550B,3580A/8100	12	Each		
0035	Phenols 3510C,3520C,3540C,3550B,3580A/8041	12	Each		
0036	Total Petroleum Hydrocarbons: Gasoline Range 5030B,3580A/8015B (mod)	12	Each		
0037	Total Petroleum Hydrocarbons: Diesel Range 3510C,3520C,3540C,3550B,3580A/8015B (mod)	12	Each		
0038	Total Recoverable Petroleum Hydrocarbons 9071/418.1/1664	12	Each		
0039	Oil & Grease 9071B	12	Each		
0040	Explosives 8330	12	Each		
0041	Anions 300 Series/ 9056	12	Each		
0042	Sulfide 9030B, 376.1	12	Each		
0043	TOX 9020B	12	Each		
0044	TOC 9060	12	Each		
0045	Phenolics 9065, 9066, 9067	12	Each		
0046	pH 9040B, 9045C	12	Each		
0047	Ignitability SW 846 Ch. 7.3	12	Each		
0048	Corrosivity 9045C	12	Each		
0049	Reactivity (cyanide/sulfide) SW 846 Ch. 7.3	12	Each		
0050	Dioxins 8280A	12	Each		
0051	Dioxins 8290	12	Each		
0052	Gross Alpha and Gross Beta 9310, 900	12	Each		
0053	Alpha-Emitting Radium Isotopes 9315, 903 904	12	Each		
0054	Hexavalent Chromium 7196	12	Each		
0055	Sulfate 375.4,9035/9036/9038	12	Each		

0056	Nitrate/Nitrite 353.2, 9200	12	Each		
0057	Chloride 325.2, 9252, 9250	12	Each		
0058	TDS 160.1	12	Each		
0059	TSS 160.2	12	Each		
0060	Alkalinity 310.1/310.2	12	Each		
0061	Hardness 130.1	12	Each		
	CHEMICAL ANALYSIS PACKAGES				
0062	Priority Pollutant Package*	10	Each		
0063	Contract Laboratory Program (CLP) Package*	2	Each		
0064	Target Compound List & Target Analyte List Package*	6	Each		
0065	RCRA Assessment Monitoring Package*	8	Each		
0066	RCRA Hazardous Waste Characterizations Package*	9	Each		
0067	Additional costs associated with a 14-day turnaround time (faster turnaround time for less than the standard 28-days) (See Section C, Scope of Work, Section 1.2, No. 11)	50	Each		
0068	Additional costs associated with a 3-day turnaround time (faster turnaround time for less than the standard 28-days) (See Section C, Scope of Work, Section 1.2, No. 11)	50	Each		
0069	MISCELLANEOUS EXPENSES (To be negotiated as necessary in an individual delivery order basis) (PLEASE DO NOT SUBMIT AN OFFER FOR THIS ITEM)		Lump Sum		
	TOTAL				

NOTES:

Base prices assume the following conditions: turnaround time of 28-days and USACE definitive data reporting package

(x) for ICP: 1311/3005, 3010/6010B

For AA/GF: 1311/3020/7000 Series

For AA/CV: 1311/7470

* See Table 5-3A for complete package description.

Analysis of the Target Compound (TCL) & Target Analyte List (TAL) using protocols outlined in the most recent USEPA Contract statement of Work (SOW).

A single unit cost shall be provided by the laboratory for each Line Item regardless of the sample matrix (i.e. the same price will be applicable for soil, water, or waste samples). For example, a Volatile Organic ordered for Water will be the same price as a Volatile Organic for Soil. When ordering both Water and Soil samples, price will be times two.

Miscellaneous Expenses may be incurred during the course of the project for task orders requiring one or more of the following:

- Analytical tests not currently in the list of line items
- Use of any USACE-supplied software to check quality of analytical laboratory results
- Additional charges for different data deliverable packages

OPTION **OPTION YEAR 1: ANALYTICAL SERVICES**
EFFECTIVE FOR ONE (1) YEAR IF GOVERNMENT ELECTS TO
EXERCISE THE OPTION YEAR

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL AMOUNT
	INDIVIDUAL CHEMICAL ANALYSIS TESTS				
1001	Volatile Organics (Regular & Low Level) 5030B, 5035/8260B	200	Each		
1002	Volatile Organics (TCLP Extract) 1311/5030B/8260B	70	Each		
1003	Volatile Organics (Regular & Low Level) CLP OLM03.2/OLC02.0	10	Each		
1004	Volatile Organics 524	10	Each		
1005	Volatile Organics 624	10	Each		
1006	Encore soil sample container - 5 gram	200	Each		
1007	Encore soil sample container - 25 gram	200	Each		
1008	Semivolatile Organics 3510C,3520C,3540C,3550B,3580A/8270C	100	Each		
1009	Semivolatile Organics (TCLP Extract) 1311/3510C,3520C/8270C	10	Each		
1010	Semivolatile Organics CLP OLM03.2	10	Each		
1011	Semivolatile Organics 525	12	Each		
1012	Semivolatile Organics 625	12	Each		
1013	Organochlorine Pesticides 3510C,3520C,3540,3550B,3580A/8081A	35	Each		
1014	PCBs 1668A	35	Each		
1015	PCBs 3510C,3520C,3540C,3550B/8082,	35	Each		
1016	Organochlorine Pesticides and PCBs CLP	12	Each		
1017	Organochlorine Pesticides and PCBs 608	12	Each		
1018	Organochlorine Pesticides (TCLP Extract) 1311/3510C,3520C/8081A	12	Each		
1019	Organophosphorus Pesticides 3510C,3520C,3540C,3550B,3580/8141A	12	Each		
1020	Organochlorine Herbicides 8151A	12	Each		
1021	Organochlorine Herbicides (TCLP Extract) 1311/8151A	12	Each		
1022	Metals 3005A,3010A,3040A,3050B/6010B	200	Each		
1023	Metals 3020A,3040A,3050B/7000A Series	20	Each		
1024	Metals (TCLP Extract) 1311/3005A,3010A/6010B	20	Each		
1025	Metals - Mercury 7470A, 7471A	20	Each		

1026	Metals CLP ILM04.0	12	Each		
1027	Metals 200	12	Each		
1028	Full TCLP (including extraction) VOC, BNA, Pest Herb, Metals	700	Each		
1029	Cyanide 9010, 9012	12	Each		
1030	Cyanide CLP ILM04.0	12	Each		
1031	Cyanide 335.3	12	Each		
1032	Halogenated Volatile Organics 5030B/8011	12	Each		
1033	Aromatic Volatile Organics 5030B/8021B	12	Each		
1034	Polynuclear Aromatic Hydrocarbons 3510C,3520C,3540C,3550B,3580A/8100	12	Each		
1035	Phenols 3510C,3520C,3540C,3550B,3580A/8041	12	Each		
1036	Total Petroleum Hydrocarbons: Gasoline Range 5030B,3580A/8015B (mod)	12	Each		
1037	Total Petroleum Hydrocarbons: Diesel Range 3510C,3520C,3540C,3550B,3580A/8015B (mod)	12	Each		
1038	Total Recoverable Petroleum Hydrocarbons 9071/418.1/1664	12	Each		
1039	Oil & Grease 9071B	12	Each		
1040	Explosives 8330	12	Each		
1041	Anions 300 Series/ 9056	12	Each		
1042	Sulfide 9030B, 376.1	12	Each		
1043	TOX 9020B	12	Each		
1044	TOC 9060	12	Each		
1045	Phenolics 9065, 9066, 9067	12	Each		
1046	pH 9040B, 9045C	12	Each		
1047	Ignitability SW 846 Ch. 7.3	12	Each		
1048	Corrosivity 9045C	12	Each		
1049	Reactivity (cyanide/sulfide) SW 846 Ch. 7.3	12	Each		
1050	Dioxins 8280A	12	Each		
1051	Dioxins 8290	12	Each		
1052	Gross Alpha and Gross Beta 9310, 900	12	Each		
1053	Alpha-Emitting Radium Isotopes 9315, 903 904	12	Each		
1054	Hexavalent Chromium 7196	12	Each		
1055	Sulfate 375.4,9035/9036/9038	12	Each		

1056	Nitrate/Nitrite 353.2, 9200	12	Each		
1057	Chloride 325.2, 9252, 9250	12	Each		
1058	TDS 160.1	12	Each		
1059	TSS 160.2	12	Each		
1060	Alkalinity 310.1/310.2	12	Each		
1061	Hardness 130.1	12	Each		
	CHEMICAL ANALYSIS PACKAGES				
1062	Priority Pollutant Package*	10	Each		
1063	Contract Laboratory Program (CLP) Package*	2	Each		
1064	Target Compound List & Target Analyte List Package*	6	Each		
1065	RCRA Assessment Monitoring Package*	8	Each		
1066	RCRA Hazardous Waste Characterizations Package*	9	Each		
1067	Additional costs associated with a 14-day turnaround time (faster turnaround time for less than the standard 28-days) (See Section C, Scope of Work, Section 1.2, No. 11)	50	Each		
1068	Additional costs associated with a 3-day turnaround time (faster turnaround time for less than the standard 28-days) (See Section C, Scope of Work, Section 1.2, No. 11)	50	Each		
1069	MISCELLANEOUS EXPENSES (To be negotiated as necessary in an individual delivery order basis) (PLEASE DO NOT SUBMIT AN OFFER FOR THIS ITEM)		Lump Sum		
	TOTAL				

NOTES:

Base prices assume the following conditions: turnaround time of 28-days and USACE definitive data reporting package

(x) for ICP: 1311/3005, 3010/6010B

For AA/GF: 1311/3020/7000 Series

For AA/CV: 1311/7470

* See Table 5-3A for complete package description.

Analysis of the Target Compound (TCL) & Target Analyte List (TAL) using protocols outlined in the most recent USEPA Contract statement of Work (SOW).

A single unit cost shall be provided by the laboratory for each Line Item regardless of the sample matrix (i.e. the same price will be applicable for soil, water, or waste samples). For example, a Volatile Organic ordered for Water will be the same price as a Volatile Organic for Soil. When ordering both Water and Soil samples, price will be times two.

Miscellaneous Expenses may be incurred during the course of the project for task orders requiring one or more of the following:

- Analytical tests not currently in the list of line items
- Use of any USACE-supplied software to check quality of analytical laboratory results
- Additional charges for different data deliverable packages

OPTION **OPTION YEAR 2: ANALYTICAL SERVICES**
EFFECTIVE FOR ONE (1) YEAR IF GOVERNMENT ELECTS TO
EXERCISE THE OPTION YEAR

ITEM NO.		ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL AMOUNT
	INDIVIDUAL CHEMICAL ANALYSIS TESTS				
2001	Volatile Organics (Regular & Low Level) 5030B, 5035/8260B	200	Each		
2002	Volatile Organics (TCLP Extract) 1311/5030B/8260B	70	Each		
2003	Volatile Organics (Regular & Low Level) CLP OLM03.2/OLC02.0	10	Each		
2004	Volatile Organics 524	10	Each		
2005	Volatile Organics 624	10	Each		
2006	Encore soil sample container - 5 gram	200	Each		
2007	Encore soil sample container - 25 gram	200	Each		
2008	Semivolatile Organics 3510C,3520C,3540C,3550B,3580A/8270C	100	Each		
2009	Semivolatile Organics (TCLP Extract) 1311/3510C,3520C/8270C	10	Each		
2010	Semivolatile Organics CLP OLM03.2	10	Each		
2011	Semivolatile Organics 525	12	Each		
2012	Semivolatile Organics 625	12	Each		
2013	Organochlorine Pesticides 3510C,3520C,3540,3550B,3580A/8081A	35	Each		
2014	PCBs 1668A	35	Each		
2015	PCBs 3510C,3520C,3540C,3550B/8082,	35	Each		
2016	Organochlorine Pesticides and PCBs CLP	12	Each		
2017	Organochlorine Pesticides and PCBs 608	12	Each		
2018	Organochlorine Pesticides (TCLP Extract) 1311/3510C,3520C/8081A	12	Each		
2019	Organophosphorus Pesticides 3510C,3520C,3540C,3550B,3580/8141A	12	Each		
2020	Organochlorine Herbicides 8151A	12	Each		
2021	Organochlorine Herbicides (TCLP Extract) 1311/8151A	12	Each		
2022	Metals 3005A,3010A,3040A,3050B/6010B	200	Each		
2023	Metals 3020A,3040A,3050B/7000A Series	20	Each		
2024	Metals (TCLP Extract) 1311/3005A,3010A/6010B	20	Each		
2025	Metals - Mercury 7470A, 7471A	20	Each		

2026	Metals CLP ILM04.0	12	Each		
2027	Metals 200	12	Each		
2028	Full TCLP (including extraction) VOC, BNA, Pest Herb, Metals	700	Each		
2029	Cyanide 9010, 9012	12	Each		
2030	Cyanide CLP ILM04.0	12	Each		
2031	Cyanide 335.3	12	Each		
2032	Halogenated Volatile Organics 5030B/8011	12	Each		
2033	Aromatic Volatile Organics 5030B/8021B	12	Each		
2034	Polynuclear Aromatic Hydrocarbons 3510C,3520C,3540C,3550B,3580A/8100	12	Each		
2035	Phenols 3510C,3520C,3540C,3550B,3580A/8041	12	Each		
2036	Total Petroleum Hydrocarbons: Gasoline Range 5030B,3580A/8015B (mod)	12	Each		
2037	Total Petroleum Hydrocarbons: Diesel Range 3510C,3520C,3540C,3550B,3580A/8015B (mod)	12	Each		
2038	Total Recoverable Petroleum Hydrocarbons 9071/418.1/1664	12	Each		
2039	Oil & Grease 9071B	12	Each		
2040	Explosives 8330	12	Each		
2041	Anions 300 Series/ 9056	12	Each		
2042	Sulfide 9030B, 376.1	12	Each		
2043	TOX 9020B	12	Each		
2044	TOC 9060	12	Each		
2045	Phenolics 9065, 9066, 9067	12	Each		
2046	pH 9040B, 9045C	12	Each		
2047	Ignitability SW 846 Ch. 7.3	12	Each		
2048	Corrosivity 9045C	12	Each		
2049	Reactivity (cyanide/sulfide) SW 846 Ch. 7.3	12	Each		
2050	Dioxins 8280A	12	Each		
2051	Dioxins 8290	12	Each		
2052	Gross Alpha and Gross Beta 9310, 900	12	Each		
2053	Alpha-Emitting Radium Isotopes 9315, 903 904	12	Each		
2054	Hexavalent Chromium 7196	12	Each		
2055	Sulfate 375.4,9035/9036/9038	12	Each		

2056	Nitrate/Nitrite 353.2, 9200	12	Each		
2057	Chloride 325.2, 9252, 9250	12	Each		
2058	TDS 160.1	12	Each		
2059	TSS 160.2	12	Each		
2060	Alkalinity 310.1/310.2	12	Each		
2061	Hardness 130.1	12	Each		
	CHEMICAL ANALYSIS PACKAGES				
2062	Priority Pollutant Package*	10	Each		
2063	Contract Laboratory Program (CLP) Package*	2	Each		
2064	Target Compound List & Target Analyte List Package*	6	Each		
2065	RCRA Assessment Monitoring Package*	8	Each		
2066	RCRA Hazardous Waste Characterizations Package*	9	Each		
2067	Additional costs associated with a 14-day turnaround time (faster turnaround time for less than the standard 28-days) (See Section C, Scope of Work, Section 1.2, No. 11)	50	Each		
2068	Additional costs associated with a 3-day turnaround time (faster turnaround time for less than the standard 28-days) (See Section C, Scope of Work, Section 1.2, No. 11)	50	Each		
2069	MISCELLANEOUS EXPENSES (To be negotiated as necessary in an individual delivery order basis) (PLEASE DO NOT SUBMIT AN OFFER FOR THIS ITEM)		Lump Sum		
	TOTAL				

NOTES:

Base prices assume the following conditions: turnaround time of 28-days and USACE definitive data reporting package

(x) for ICP: 1311/3005, 3010/6010B

For AA/GF: 1311/3020/7000 Series

For AA/CV: 1311/7470

* See Table 5-3A for complete package description.

Analysis of the Target Compound (TCL) & Target Analyte List (TAL) using protocols outlined in the most recent USEPA Contract statement of Work (SOW).

A single unit cost shall be provided by the laboratory for each Line Item regardless of the sample matrix (i.e. the same price will be applicable for soil, water, or waste samples). For example, a Volatile Organic ordered for Water will be the same price as a Volatile Organic for Soil. When ordering both Water and Soil samples, price will be times two.

Miscellaneous Expenses may be incurred during the course of the project for task orders requiring one or more of the following:

- Analytical tests not currently in the list of line items
- Use of any USACE-supplied software to check quality of analytical laboratory results
- Additional charges for different data deliverable packages

U.S. ARMY CORPS OF ENGINEERS
Philadelphia District - Geotechnical Section

INDEFINITE DELIVERY CONTRACT FOR CHEMICAL ANALYTICAL SERVICES
FOR ENVIRONMENTAL SAMPLE ANALYSIS
JANUARY 2004

SECTION C
SCOPE OF WORK

GENERAL INFORMATION:

- Contract Number:
- Contract Action:
- Laboratory Name, Address & Telephone Number:
- Name of Sub-Contractor Laboratory:
- Points of Contact: Laboratory:
USACE: Mike Mohn (EC-DG)
(215) 656-6887

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- Section 1 Contract Description
- Section 2 Contract Organization and Responsibilities
- Section 3 Quality Assurance Objectives for Data Measurement
- Section 4 Sample Handling Requirements
- Section 5 Analysis Requirements
- Section 6 Calibration Procedures and Frequencies
- Section 7 Quality Assurance and Quality Control Procedures
- Section 8 Preventive Maintenance
- Section 9 Corrective Action for Unacceptable Data
- Section 10 Laboratory Data Reduction, Validation, and Reporting

TABLES

- Table 5-3A Summary of Analytical Method Packages

U.S. ARMY CORPS OF ENGINEERS
Philadelphia District - Geotechnical Section

INDEFINITE DELIVERY CONTRACT FOR CHEMICAL ANALYTICAL SERVICES
FOR ENVIRONMENTAL SAMPLE ANALYSIS
JANUARY 2004

SECTION C – SCOPE OF WORK

Section 1: Contract Description

1.1 Contract Background. This indefinite delivery contract (IDC) is for laboratory analytical services and related efforts in support of the U.S. Army Corps of Engineers (USACE), Philadelphia District, for the chemical analysis of soils, sediments, sludges, ground waters, surface waters, oils, wastes, and other environmental samples. Analytical services will be performed by the Contractor to support Military, Superfund, Civil Works, and “Support for Others” Activities of the USACE Philadelphia District.

The purpose of this indefinite delivery contract is to enable the performance, under a single contract mechanism, of analytical services for various projects as needed. Individual task orders will be issued for each analytical services scope under this contract. Each task order will contain specific scope-related information such as number and type of analyses required, test method references, project deliverable requirements, project timing, applicable shipping information, etc. Upon receipt of a project scope of work, the contractor laboratory will develop and submit a cost estimate to the USACE point of contact. Following USACE approval of this cost estimate, a task order will be issued to the contract laboratory for the project work.

The laboratory shall maintain active and current USACE certification throughout the term of this contract in order to be awarded task orders. This certification will be in accordance with the requirements contained in the USACE Shell Document (EM 200-1-3, Appendix I) and the specified SW-846 methods in this scope. Any laboratory may submit a proposal, however, it is desirable that the bidding laboratory have current USACE certification.

Bidding laboratories need not be USACE-certified in order to be awarded the contract. However, the selected laboratory must be USACE-certified in order to be awarded a task order. In the event that USACE selects a laboratory that does not have current USACE-certification, USACE will allow a time period of 120 days from notice of award for the selected laboratory to become USACE certified. If the selected laboratory fails to become USACE-certified within this time period, an alternate bidding laboratory will be selected.

Laboratories that do not have current USACE certification must make any modifications needed to comply with the requirements in the USACE Shell Document at their own expense prior to obtaining USACE certification and awarding of a task order. Bidding laboratories should state whether they are currently USACE certified and provide a copy of the current USACE certification letter as part of the submittal.

1.2 Scope of Work. The Philadelphia District performs various field investigations for hazardous, toxic, and radioactive waste (HTRW) projects that involve collection of primary samples, split samples, and quality assurance samples from various hazardous and toxic waste sites located within District Boundaries. Work involving sites outside the District may be required.

The following specific information related to the activities and required services is provided:

- 1 USACE certification (prior to award of task orders) will be in accordance with the requirements contained in the USACE Shell Document (EM 200-1-3, Appendix I) and the specified SW-846 methods.

Laboratories that do not have current USACE certification must make any modifications needed to comply with the requirements in the USACE Shell Document at their own expense prior to obtaining USACE certification and awarding of task orders. Bidding laboratories should state whether they are currently USACE certified and provide a copy of the USACE certification letter as part of the submittal.

- 2 The analytical laboratory will retain all analytical and supporting data for a minimum period of five years following the date of analysis.
- 3 The capability of providing access to data electronically via internet is desirable. The laboratory should provide a summary description and information regarding any internet access capabilities that are available to USACE.
- 4 The analytical laboratory must provide detection or reporting limits for the analytical parameters to be used in this contract as part of the proposal. The detection and reporting limits should be consistent with the best currently available technology and instrumentation in the industry using the test methods. The laboratory should also submit the most recent method detection limit (MDL) studies for VOCs using SW-846 8260B.
- 5 The laboratory should submit as part of the proposal a list of projects to show capability to handle multiple projects valued between \$10K and \$60K issued simultaneously that have been successfully completed within the last two years including a point of contact, telephone number, and dollar value for each job listed and any other contracts similar in size and scope to this procurement. At least two references should be included.
- 6 The laboratory must indicate whether it is capable of providing data results in electronic format directly from a Laboratory Information Management System (LIMS) as opposed to manual manipulation. A list will be provided as part of the proposal that lists parameters for which data results can be generated from the LIMS, as well as parameters for which data results can not be generated from the

LIMS (i.e., manual manipulation is required).

7 Method references and analytical parameters to be used are summarized in Section B and Table 5-3A. The laboratory should provide unit costs for each of the parameters listed in Table 5-3A. A single unit cost should be provided by the laboratory for each line item regardless of the sample matrix (i.e., the same price will be applicable for soil, water, or waste samples). If desired, the laboratory may also provide, as separate line items, unit costs for analyses that are not included in Tables 5-3A. Test methods to be used will consist of the latest promulgated versions of SW-846, CLP, or other proven analytical procedures. No draft versions will be used unless specifically requested prior to analysis.

8 During the course of the contract, additional parameters that are not listed in Section B and Table 5-3 may be requested by USACE for certain task orders. If this occurs, the laboratory will provide unit costs for the requested parameters at that time.

The laboratory will indicate which parameters it has USACE certification for, as well as those parameters, if any, for which it does not have USACE certification but has the capability of performing. The laboratory should also indicate which, if any, parameters it does not have the capability of performing and which must be subcontracted out to another laboratory for analysis.

9 The analytical laboratory will ship required bottles, preservatives, coolers, and other supplies to a location address specified by USACE prior to each sampling event. The projected estimates of samples to be collected will be used to determine the numbers and types of sample containers and shipping supplies. All sample containers, coolers, etc. will be shipped overnight via FedEx by the laboratory or delivered by lab personnel, unless specified otherwise.

10 Potential sample matrices will include soil, water, wastes, oils, sludges, and other environmental samples.

11 The standard turnaround time will be 28 days. However, depending on project needs, required turnaround times may vary for different sampling events. The contract laboratory should also provide costs for 14 day and 3 day turnarounds. During the course of the contract, additional turnaround times may be required for certain task orders. If this occurs, USACE will request the laboratory to provide the appropriate sample turnaround times and the contract can be modified if required.

12 Samples may be collected by USACE personnel, USACE contractors, other agencies, or contractors not directly hired by USACE. Sampling personnel will collect and supply field-generated QA/QC samples (rinsate blanks, duplicates, MS/MSD, etc.) as per the requirements of the specific project for which they are collected. The contract lab will provide pre-packaged trip blanks, rinsate blank

water, etc., at a rate specified by USACE for each sampling event or project.

- 13 Samples and extracts will be retained by the analytical laboratory for a period of six months after date of analysis. If there are difficulties associated with this contract requirement, the laboratory will provide a listing of the maximum time period for which samples and extracts can be retained for different matrices and analytical parameters.
- 14 Depending on the individual project needs for which samples are collected, USACE may specify different data reporting packages as part of the deliverable. These packages are discussed below and include: 1) a definitive data package (standard USACE data package); 2) a comprehensive data package (equal to EPA level 4 CLP data package), and; 3) a NJDEP-type deliverable package. Unless otherwise specified, the standard or default data reporting package will consist of the definitive data package. Other data reporting packages may be requested as needed. If this occurs the contract can be modified if required.
- 15 Sample analyses for which the comprehensive data package is specified may potentially require external data validation by a third party for up to 5 years following date of analyses. This data package must be suitable for data validation and be legally defensible. The analytical laboratory must retain all analytical data for a period of 5 years following date of analysis. If external data validation is potentially required for any samples analyzed during this 5-year period, USACE will specify the comprehensive data package prior to sample collection.
- 16 Specific items to be included in each of these data packages are described below.

Definitive (USACE) Data Package. Definitive data are produced using rigorous analytical methods, such as EPA reference methods. The definitive data package shall include a cover sheet; table of contents; case narrative; analytical results; sample documentation information; and internal laboratory QC/QA information. The data package shall have sequentially numbered pages. This data package includes an electronic data deliverable (EDD).

(1) Cover Sheet. The cover sheet shall specify the following information:

- Name and location of laboratory
- Name and location of any subcontractor laboratory used
- Contract number
- Client name and address
- Project name and site location
- Statement of data authenticity and official signature of person authorizing report release
- Amendments to previous reports will identify the serial number for the previous report and state the reason(s) for re-issuance of the report.

(2) Table of Contents. Laboratory data packages shall be organized in a format

that allows for easy identification and retrieval of information. An index and/or table of contents shall be included for this purpose.

(3) Case Narrative. A case narrative shall be included in each report, outlining any problems with analysis. The case narrative shall also list all methods used. The case narrative shall contain a table correlating field sample numbers and laboratory sample numbers, and indicate which analytical test methods were performed and by which laboratories. Samples that were received but not analyzed shall also be identified. Extractions or analyses that are performed out of holding times shall be appropriately noted. The case narrative shall define all data qualifiers or flags. Deviations of QC sample results from laboratory acceptance limits shall be noted and associated corrective actions taken by the laboratory shall be addressed. Any other factors that could affect the sample results are to be discussed.

(4) Analytical Results. The results for each sample shall contain the following information at a minimum:

- Project name and unique ID number
- Field sample ID number as written on custody form
- Laboratory name and location (city and state)
- Laboratory sample ID number
- Preparation and analysis batch numbers
- Date sample collected
- Date sample received
- Date sample extracted or prepared
- Date sample analyzed
- Analysis time when holding time limit is less than forty-eight hours
- Method numbers for all preparation and cleanup procedures
- Analysis procedure including method numbers
- Analyte or parameter
- Detection limits (DL) - Estimated sample detection limits based on method detection limits adjusted for sample-specific factors (e.g., aliquot size, dilution or concentration factors, moisture content of a soil or sediment)
- Quantitation Limits (QL)
- Analytical results with correct number of significant figures (Results for solid matrices should be reported on a dry weight basis)
- Concentration units
- Dilution factor: All reported data shall reflect any dilutions and/or concentrations. The dilution factor, if applicable, should be noted on the analytical report. If dilution is required for organic analytes, data from both runs should be recorded and reported.
- Matrix (soil, water, oil, etc.)
- Percent moisture or percent solids
- Chromatograms, as needed
- Sample aliquot analyzed

- Final extract volume
- Sample preservation

(5) Lower Limit Reporting. The laboratory may use a reporting limit (RL) expressed in terms of detection limit, quantitation limit, regulatory action level, or project-specific threshold limit, however the laboratory's use of these terms must be well defined. . In addition, if the non-detect "ND", "U", "<", or other lower limit reporting convention is used, then these terms must also be defined.

(6) Sample Documentation. Original CoC record, shipping documents, and Sample Cooler Receipt Forms shall be attached to each data package.

(7) QC/QA Information. The minimum data package must include internal laboratory QC/QA data with their respective acceptance criteria. The data package shall also include the laboratory's method detection limits for project-specific parameters. The data package shall correlate the method QC data with the corresponding environmental samples on a per batch basis. Method QC data include all spike recoveries, including surrogate spike recoveries; all measures of precision, including relative percent difference (RPD); and all control limits for accuracy and precision. This would include laboratory performance information such as results for method blanks (MBs), recoveries for Laboratory Control Standard (LCS) and Laboratory Control Standard Duplicate (LCSD), RPD for LCS/LCSD pairs, and recoveries for QC sample surrogates; and matrix-specific information such as sample duplicate RPDs, MS and MSD recoveries, MS/MSD RPDs, and field sample surrogate recoveries, serial dilutions, and post-digestion spikes. At a minimum, internal QC samples shall be analyzed and reported at rates specified in the specific methods or as specified in the contract, whichever is greater. Any deviations from the control limits shall be noted. For example, the data package should document the matrix spike (MS) and duplicate spike level, the MS and duplicate spike sample result, the percent recovery of the MS and duplicate, the respective RPD, and the acceptance criteria for spike recovery and RPD.

USACE Comprehensive Data Package. A comprehensive data package contains sufficient information to completely reconstruct the analyses that were performed. All of the information contained within the definitive data package as well as all raw data (run logs, sample preparation logs, standard preparation logs, printed instrumental output such as chromatograms, etc.) will be included in the comprehensive data package. This includes all batch QC results, instrument QC results (e.g., initial calibration verification and continuing calibration verification), method detection limit studies, and raw data (e.g., run logs, sample preparation logs, standard preparation logs, and printed instrumental output such as chromatograms). Comprehensive data packages will be specified in the event that external third-party data validation may be required. This data package includes an EDD.

NJDEP Deliverable Data Package. Requirements for the contents and format of this data reporting package are in N.J.A.C. 26E, Technical Requirements for Site Remediation. Note: this deliverable also includes an EDD format compatible with the NJDEP Hazsite submittal.

Note: Depending on the project-specific needs of samples to be collected and analyzed under this contract, USACE may request that analytical results be presented in data reporting packages other than those described above (USACE definitive package, comprehensive fully data validatable package, and NJDEP reduced deliverable package). At that time, if required, the analytical laboratory can provide a cost for additional reporting format packages to USACE.

- 17 The analytical laboratory will provide the USACE contact with a copy of all chain of custody form(s) and sample receipt form(s) from the laboratory upon receipt of the samples at the laboratory.
- 18 Certain sample batches may require the use of an automated data checking system by the laboratory using USACE-supplied software and methodology. This application software performs an error/QC check on the laboratory EDD. If and when the use of this software is required, additional scope-related details will be provided by USACE. At that time the contract will be modified, if required.
- 19 USACE will require the following electronic and hard copy products from the analytical laboratory:
 - Hard copy (complete) of data reporting package
 - CD-ROM (2 copies) containing Adobe format (pdf) file of the complete data reporting package
 - Electronic data deliverable (EDD), which should typically contain the information listed below:
 - Sample delivery group
 - Dilution factor
 - Client sample ID
 - Sample depth
 - Lab sample ID
 - Date sampled
 - Date analyzed
 - Date received
 - CAS number
 - Parameter
 - Result
 - Qualifiers
 - Units
 - Matrix
 - Level (low/high)
 - Reporting limit

- Method
- Moisture content

- 20 The ability of the laboratory to provide timely (same day) courier services such as delivery or pickup of supplies and samples is desirable. The analytical laboratory should include as a separate line item cost, any same-day courier services (hand delivery or pickup) that they have the capability of providing for sampling jobs performed at sites in the vicinity of the laboratory. This will be useful in providing an additional shipping alternative to USACE and the analytical laboratory.
- 21 Depending on project needs, soil or solid samples may be collected for VOC analyses using Encore equipment and methodology. The lab should provide a unit cost for Encore sample containers. Each soil sample collected will typically require three Encore containers (this will be verified or corrected by the bidding laboratory).
- 22 The analytical laboratory should indicate whether they have the ability to arrange weekend or Saturday receipt/processing of samples shipped on Fridays for overnight delivery.
- 23 The analytical laboratory should indicate whether any discounts are offered based on sample volume, total sample cost, timing, or other criteria. These discounts should be included as a separate line item if desired.
- 24 During the course of the contract, modifications may be required for certain task orders for such items as:
 - Turnaround times other than 28 day, 14 day, and 3 day.
 - Chemical parameters or methods not on the unit cost list
 - Cost differences due to changes in data delivery requirements
 - Error checking requirements using USACE-supplied software

1.3 Contract Objectives. The objective of this contract is to obtain technically valid and legally defensible environmental data that will meet or exceed the required site-specific Data Quality Objectives (DQOs). This contract describes the management policies, objectives, principles, and procedures that will be used to generate data of the required quality. This contract also defines the quality assurance program for oversight of the Contractor activities and for the evaluation of the analytical data generated by the Contractor.

1.4 Contract Service Requirements. The Contractor shall be required to furnish all labor, personnel, facilities, instrumentation, equipment, tools, materials, and supplies required to perform the analyses. The analytical testing of environmental samples must be conducted accordance with the specified method and in compliance with the analytical QA/QC requirements specified in the USACE “Shell for Analytical Chemistry Requirements.” The Shell for Analytical Chemistry Requirements is contained within EM200-1-3 (Requirements for

Sampling and Analysis Plans) as Appendix I and establishes a basic approach for application of analytical chemistry methods by the USACE. All work shall also meet applicable laboratory portions of the USACE Engineering Regulation (ER) 1110-1-263, 30 April 1998, Chemical Data Quality Management for Hazardous Waste Remedial Activities. These and other referenced USACE publications are available at <http://www.usace.army.mil/inet/usace-docs/>.

Any laboratory to which sub-contracted samples are sent must have USACE and State (if applicable) certification for the sub-contracted parameters. Analytical methods which the laboratory does not have the capability to perform in-house can be subcontracted to another laboratory and will be identified as such on the pricing spreadsheet.

1.5 All unit costs are based on matrices that may be either soil, sediment, water, sludge, oil, or combinations thereof. Unit costs include laboratory-furnished glassware or other applicable containers and materials necessary for the collection of field samples. In addition, the unit cost quoted for each analytical method includes the cost of processing, reducing, and delivering the process data listed in section 10.2. Other analytical services not specified in this scope of work may be requested at some point during the course of the contract period. The analytical laboratory will provide appropriate unit costs on these occasions as needed. Additionally, the laboratory may provide unit costs for analytical services for which no specifications were included.

1.6 Contract Task Orders. Any analytical service required under this contract will be ordered by the issuance of a task order. Work accepted by the Contractor is required to meet all of the conditions and requirements of this contract, except as stated in writing by the Contracting Officer. Conflicts between guidance herein and current regulations or industry standards shall be resolved in writing prior to completion of the task.

Section 2: Contract Organization and Responsibilities

2.1 Government Team Organization.

2.1.1 The Philadelphia District COR will be responsible for the technical aspects of the Contract. This individual or his/her designee will provide selected review of all activities and procedures and provide senior technical oversight throughout the duration of this contract.

2.1.2 The Philadelphia District Geotechnical Section Chemist or Technical Point of contact will be the principal point of contact or action officer for the Contractor. This individual, or his/her designee(s), will be responsible for the daily management and execution of individual tasks under this contract.

2.1.3 The Philadelphia District Chemist or Project Manager will be responsible for quality assurance auditing and monitoring. This individual will have access to all work and have the freedom to identify potential quality problems; initiate, investigate, recommend, or provide solutions to quality problems through designated channels; verify implementation of solutions; and ensure that further processing or action is controlled until proper disposition of

unsatisfactory conditions has occurred. The District Chemist will have access to contract management as required to resolve problems or coordinate quality concerns.

2.1.4 The USACE Missouri River Division's (MRD) Environmental and HTRW Directorate, Chemistry Branch, will be responsible for coordinating and conducting the Contractor validation. The USACE Philadelphia District's Geotechnical Section shall provide guidance in the execution of this contract and for assisting with the detection and resolution of problems.

2.2 Organization, Responsibilities, and Qualifications of the Contractor.

2.2.1 The Contractor will perform the analytical testing for this contract. To ensure that sufficient resources are available for a successful operation, the Contractor must have an organization with well-defined responsibilities for each individual in the system. The adequacy of the facilities, equipment, and technical staff competence are equally important to accomplish the required work as specified in this contract. Key personnel considered necessary for this contract are laboratory project manager(s) and a quality assurance officer. In the sections below are listed minimal education and experience requirements for personnel. Resumes shall be provided for key personnel and other selected positions which demonstrate each person's ability to meet the criteria and fulfill the job responsibilities.

2.2.2 Contractor management shall be responsible for actively supporting the implementation of the Laboratory's Quality Management Manual within the laboratory, maintaining accurate standard operating procedures (SOPs) and enforcing their use in the laboratory, maintaining a work environment that emphasizes the importance of data quality, and providing appropriate management and related support. Contractor management shall also designate the primary contact(s) for the receipt of task orders for this contract.

Laboratory Project Manager (PM) Qualifications. PMs are responsible for preparing the requirements for the project, maintaining the lab schedule, ensuring that technical requirements are met by the laboratory, and advising internal personnel and customers of variances. The PM will provide technical guidance and necessary laboratory related information to the lab personnel and to the client, and provide peer review of the final document to ensure accuracy of the information and data. These individuals shall have a minimum of a Bachelor's degree in chemistry or any related scientific/engineering discipline. A minimum of three years of laboratory project management experience shall be required.

2.2.3 The Contractor shall have a Quality Assurance Manual/Plan which will be provided prior to award and after approval shall remain in force throughout the contract.

Quality Assurance (QA) Officer Qualifications. The QA Officer or Manager will be responsible for overseeing the QA aspects of the data and serve as the focal point for QA/QC. This individual shall have a minimum of a Bachelor's degree in chemistry or any related scientific/engineering discipline. A minimum of three years of laboratory experience, including at least one year of applied experience with QA principles and practices in an analytical laboratory, shall be required.

In addition to resumes for the above key personnel, the Contractor shall submit resumes for at least three personnel that will report to the PM and at least three personnel that will report to the Quality Manager on typical sample analysis projects. The personnel who report to the PM and Quality Manager should be selected from those that will be performing the majority of the analytical work, which is expected to consist mostly of SW-846 test methods.

2.2.4 The Contractor shall maintain an Organic Chemistry Section with appropriate personnel, facilities, and instrumentation to conduct the work on this contract. The following disciplines must be clearly represented and staffed.

2.2.4.1 Organic Section Supervisor(s). The Gas Chromatography/Mass Spectroscopy (GC/MS), Gas Chromatography (GC), and/or Sample Preparation Laboratory Supervisor(s) are responsible for all technical efforts of their respective laboratories to meet all terms and conditions of this contract. These individuals shall have a minimum of a Bachelor's degree in chemistry or any related scientific/engineering discipline. A minimum of three years of laboratory experience, including at least one year of supervisory experience, shall be required.

2.2.4.2 GC/MS Analyst(s) Qualifications. These individuals shall have one year of experience in operating and maintaining GC/MS/DS with a Bachelor's degree in chemistry or in any related scientific/engineering discipline, or in lieu of the Bachelor's degree, three years of experience in operating and maintaining the GC/MS and interpreting GC/MS data.

2.2.4.3 Mass Spectral Interpretation Specialist Qualifications. These individuals shall have a minimum of a Bachelor's degree in chemistry or any related scientific/engineering discipline and a training course(s) in mass spectral interpretation. These individuals shall also have a minimum of two years of experience in mass spectral interpretation.

2.2.4.4 GC/ High Performance Liquid Chromatography (HPLC) Analyst(s) Qualifications. These individuals shall have one year of experience in operating and maintaining GC/HPLC equipment with a Bachelor's degree in chemistry or a related scientific/engineering discipline, or in lieu of the Bachelor's degree, three years of experience in operating and maintaining the GC/HPLC and interpreting GC/HPLC data.

2.2.4.5 Pesticide residue analysis and other chromatographic analysis expert qualifications. These individuals shall have a minimum of a Bachelor's degree in chemistry or any related scientific/engineering discipline. These individuals shall also have a minimum of two years of experience in operating and maintaining chromatographic instruments and interpreting chromatograms.

2.2.4.6 Extraction/Concentration Technician Qualifications. These individuals shall have a minimum of a high school diploma and one year of college general chemistry. These individuals shall also have a minimum of one year of experience in extraction/concentration.

2.2.4.7 Organic Technical staff backup. The Contractor shall have a

minimum of one chemist or technician available at any one time as a backup technical person with similar qualifications for each analysis, to ensure continuous operations and accomplish the required work as specified in this contract. These cross-trained analysts shall have a minimum of a Bachelor's degree in chemistry or any related scientific/engineering discipline.

2.2.5 The Contractor shall maintain an Inorganic Chemistry Section with the appropriate personnel, facilities, and instrumentation to conduct the work for this contract. The following disciplines must be clearly represented and staffed.

2.2.5.1 Inorganic Section Supervisor(s). The metals, wet chemistry, and/or sample preparation laboratory supervisor(s) are responsible for all technical efforts of their respective laboratories to meet all the terms and conditions of this contract. These individuals shall have a minimum of a Bachelor's degree in chemistry or any related scientific/engineering discipline. A minimum of three years of laboratory experience, including at least one year of supervisory experience, shall be required.

2.2.5.2 Inductively Coupled Plasma (ICP) Analyst Qualifications. These individuals shall have a minimum of a Bachelor's degree in chemistry or any related scientific/engineering discipline and specialized training in ICP spectroscopy. These individuals shall also have a minimum of two years of applied experience with ICP analysis of environmental samples.

2.2.5.3 Atomic Absorption (AA) Analyst Qualifications. These individuals shall have a minimum of a Bachelor's degree in chemistry or any related scientific/engineering discipline with one year of experience in operating and maintaining AA instrumentation for graphite furnace, flame, and cold vapor AA, or, in lieu of the educational requirement, three additional years of experience in operating and maintaining AA instrumentation, including graphite furnace, flame, and cold vapor techniques.

2.2.5.4 Inorganic Sample Preparation Specialist Qualifications. These individuals shall have a minimum of a high school diploma and a college level course in general chemistry or equivalent. These individuals shall also have a minimum of one year of experience in sample preparation in an analytical laboratory.

2.2.5.5 Classical Techniques (Wet Chemistry) Analyst Qualifications. These individuals shall have a minimum of a Bachelor's degree in chemistry or any related scientific/engineering discipline. These individuals shall also have a minimum of one year of experience with classical chemistry laboratory procedures (e.g., anions, etc.), in conjunction with the education qualifications, or, in lieu of the educational requirement, two years of additional equivalent experience.

2.2.5.6 Inorganic Technical staff backup. The Contractor shall have a minimum of one chemist or technician available at any one time as a backup technical person with similar qualifications, to ensure continuous operations and accomplish the required work as specified in this contract. These analysts shall have a minimum of a Bachelor's degree in chemistry or any related scientific/engineering discipline.

2.2.6 Sample Custodian and Data Management. The Contractor shall also maintain and staff support positions for Sample Custodian and Data Management personnel. Qualifications for these individuals shall be a minimum of a high school diploma, and appropriate “on-the-job” training.

2.2.7 The Missouri River Division, Chemistry Branch shall validate the Contractor before any task-related samples can be shipped and/or analyzed. The Contractor must maintain a USACE validated status prior to award of any task orders throughout the life of this contract. Failure to maintain validation can result in the termination of this contract for default.

2.2.8 The Contractor shall provide to the Philadelphia District COR a copy of its Laboratory Quality Assurance Manual and the Laboratory Quality Management Manual. The resumes of “key” personnel shall be included in these documents. Summary of changes in personnel in the Contractor’s employ shall be provided to the Philadelphia District COR as they occur. Resumes of new personnel and their responsibilities shall be provided as they are added to the staff of the Contractor. The Contractor shall notify the Philadelphia District Geotechnical Section Chemist or Technical Point of Contact when personnel associated with this contract leave the Laboratory's employment at the specific Laboratory to which the contract was awarded. These documents shall also contain detailed listings of the laboratory instruments (including manufacturer, model and serial numbers), associated accessories, and dates of purchase. This information shall be reviewed and compared to the requirements of this contract. The Philadelphia District shall be notified of any changes.

Section 3: Quality Assurance Objectives for Data Measurement

3.1 Data Quality Objectives. To generate data that will meet the project-specific requirements, it is necessary to define the types of decisions that will be made and to identify the purpose of the data. DQOs are an integrated set of specifications that define data quality requirements based on the intended use of the data. Project-specific DQOs are established to encompass both the field and laboratory operations. The DQO process leads to the specification of the following at a minimum: (1) sample handling procedures, (2) preparatory (extraction/digestion), cleanup, and determinative methods, (3) target analytes, (4) method quantitation or reporting limits, (5) field and laboratory quality control samples, (6) method quality objectives (QC acceptance limits) and data quality indicators (formerly PARCCs parameters) performance objectives, (7) required corrective actions, and (8) data assessment procedures necessary to meet the intended use of the data.

3.2 Data Quality Indicators (DQI). Data quality indicators were formerly referred to as the PARCCS parameters of precision, accuracy, representativeness, comparability, completeness, and sensitivity. All laboratories conducting analytical work for the USACE must be aware of, and be in agreement with, the project DQOs, including the stated DQI. The PARCCS parameters represent quantitative limits below which data is unacceptable. The procedures described in this contract are designated to obtain PARCCS data for each analytical method. To ensure that quality data is continuously produced, systematic checks must show that

test results remain reproducible and that the analytical method is actually measuring the quantity of target analytes in each sample. Regularly scheduled analyses of known duplicates, standards, and spiked samples are a routine aspect of data review, validation and reporting procedures.

3.2.1 Precision. Precision examines the distribution of the reported values about their mean. Precision is a measure of the magnitude of errors that can be measured in a variety of ways. A simple measure of precision is the standard deviation. For chemical analysis of environmental samples, precision is commonly determined from duplicate samples; thus, precision is usually expressed as relative percent difference (RPD). Duplicate internal control samples as specified by the analytical method shall be analyzed by the Contractor and reported. The following formula is used for calculating RPD:

$$RPD = 100 \times 2 \frac{|X_1 - X_2|}{(X_1 + X_2)}$$

X_1 and X_2 = the reported concentrations for the first sample and the duplicate sample respectively.

Every batch of samples analyzed shall include matrix duplicates and matrix spike duplicates to evaluate precision. A batch is defined as up to twenty (20) samples of a particular matrix.

3.2.2 Accuracy. Accuracy measures the bias in a measurement system and is difficult to measure for the entire data collection activity. Analytical accuracy may be assessed through the use of known and unknown QC samples and spiked samples. Accuracy is often determined from spiked samples. Percent recoveries are expressed as follows:

$$\text{Percent Recovery} = \frac{X}{T} \times 100$$

where X = the observed value of measurement
 T = the "true" value (or spiked concentration)

Every batch of samples analyzed shall include matrix spikes, laboratory control samples, and surrogate spikes, if appropriate.

3.2.3 Representativeness. Representativeness is a qualitative parameter that is most concerned with the proper design of the sampling program or subsampling of a given sample. The representativeness criterion is best satisfied in the laboratory by making certain that all subsamples taken from a given sample are representative of the entire sample. The noting of sample characteristics in a case narrative will assist with the evaluation of prime contractor's data. Representativeness can be assessed by the use of duplicate field and laboratory samples. In this way, they provide both precision and representativeness information. Every batch of samples analyzed shall include matrix duplicates.

3.2.4 Completeness. Completeness is defined as the percentage of measurements made which are judged to be valid measurements. The completeness goal is essentially the same

for all data uses in that a sufficient amount of valid data is generated. It is important that critical samples are identified and valid data obtained. Based on the environmental investigation and restoration project objectives, along with protection of worker safety, sample matrix effects, health and the environment, work to be performed under this contract should achieve a 90% level of completeness as a minimum. The desired level of completeness is dependent on the specific site from where a group of samples may have originated. This information will be conveyed to the Contractor if it is known.

3.2.5 Comparability. Comparability is a qualitative parameter expressing the confidence with which one data set can be compared with another. Sample data should be comparable with other measurement data for similar samples and sample conditions. This goal is achieved through using standard techniques to collect and analyze representative samples and reporting analytical results in appropriate units. Comparability is limited by the other PARCC parameters because only when precision and accuracy are known can data sets be compared with confidence. Due to the nature of the HTRW work to be performed under this contract, it is imperative that contract required methods be explicitly followed. Any deviations shall be approved in advance. SOPs for all of the Contractor's methods and procedures will be maintained on file at the Philadelphia District Geotechnical Section or Technical Point of Contact. EPA methods may be cited by reference. Before any procedures can be changed, appropriate SOPs must be received and approved by the Philadelphia District Geotechnical Section or Technical Point of Contact and/or the MRD Chemistry Branch.

3.2.6 Sensitivity. The term sensitivity is used broadly here to describe the contract method detection/quantitation/reporting limits established to meet project-specific DQOs; and not limited to the definition which describes the capability of a method or instrument to discriminate between measurement responses. Several limits have been established to describe sensitivity requirements (i.e., IDL, MDL, SQL, PQL, CRDL, CRQL, etc.). Normally, instrument detection limits (IDLs), and method detection limits (MDLs) reported are typically based upon a reagent water matrix or purified solid and ignore sample matrix interferences and the resulting effects on the limits. For this reason, published MDLs or IDLs are presumably not achievable for environmental samples. The CRDLs and CRQLs published within CLP methodologies are contractually based levels and may have nothing to do with what is instrumentally possible. Because of these inconsistencies, and to promote the generation of comparable data, the definitions described below shall be used if not superseded by project-specific requirements. Contract requirements for sensitivity should be achievable for the batch QC samples within a reagent water/purified solid matrix (method blanks, LCSs) and compliance should be verified.

3.2.7 Detection Limits. The Method Detection Limit (MDL) is the minimum concentration of a substance that can be measured and reported with 99% confidence that the analyte concentration is greater than zero and is determined from analysis of a sample in a given matrix containing the analyte. A laboratory shall at a minimum, perform MDL studies during initial method setups, and whenever the basic chemistry of the procedures is changed. Since it is not practical to establish an MDL for each specific matrix received at any given laboratory, MDLs shall be determined for all target analytes in an interference-free matrix, typically reagent water for aqueous samples, and a purified solid matrix (e.g., sand) for

soil/sediment samples. The laboratory may determine MDLs using procedures presented in 40 CFR, Part 136, Appendix B, or equivalent statistical approach. The validity of the MDL study is verified per CFR requirements by comparing the mean value of the measured MDL spikes to the calculated MDL. The MDLs shall be preparatory method-specific, and include any clean-up methods used. To ensure that reasonable MDL values are determined, the laboratory shall analyze an MDL check sample by spiking an interference free matrix with all target analytes at about two times the determined MDL. The MDL check sample shall be taken through the same process used initially to establish the MDL values. If any of the target analytes are not detected, then the MDL study shall be modified and repeated for the failed target analytes, until the MDL check sample is detectable. The laboratory may then verify continued method detection capability by analyzing the MDL check sample on a quarterly basis, in lieu of the annual MDL study. When multiple instruments or confirmation columns are used for the same method, separate MDL studies may be replaced by the analysis of an MDL check sample on all instruments/columns. The MDL check sample shall be analyzed after major instrument maintenance, or changes in instrumentation or instrumental conditions to verify the current sensitivity of the method. When low-level detection is critical, it is suggested that the laboratory perform a method detection limit study or an MDL check sample on project-specific samples at project start-ups in order to more accurately assess the sensitivity within that project matrix.

3.2.8 The Method Reporting Limit. The method reporting limit (MRL) is a threshold value below which the laboratory reports a result as non-detected, "<" or "ND". It may be based upon project-specific concentrations of concern, regulatory action levels, or sensitivity capability of method and instrument. MRLs are adjusted based on the sample matrix and any necessary sample dilutions. The lowest value that can be reported by the laboratory as a non-detect (or < value) shall be no lower than the MDL check sample (about two times the MDL). This is the value that the laboratory has demonstrated the ability to reliably detect target analytes. However, the laboratory shall not claim to reliably quantitate values below the MRL (low standard). Therefore, analyte values reported below the MRL must be flagged as estimated quantities (i.e., J-flag).

Section 4: Sample Handling Requirements

4.0 Sample Containers and Coolers. The Contractor shall furnish all the applicable sample containers and coolers necessary for the collection and shipment of field samples for an approved project, at least 5 days prior to the commencement of work except for VOC soil samples requiring methanol preservation. VOC sample bottles requiring methanol preservation should be delivered within 24 hours of use by field personnel. All containers shall be wide-mouth containers unless the sampling /analytical methodology prevents the use of wide-mouth containers. Extra sample containers shall be included to allow for replacements due to possible breakage (usually 10% of the collected field samples).

4.1 Sample Receipt Requirements. The Contractor shall make arrangements to receive samples on weekends and evenings, if necessary. USACE will notify the laboratory if weekend and/or evening shipments will be made. Samples will be shipped via FedEx or other next-day service.

4.2 Each cooler sent to the analytical laboratory shall be accompanied by a chain-of-custody (COC) record sealed in a ziplock-type bag and taped to the inside of the cooler lid. COC forms will become the permanent records of all sample handling, shipment, laboratory receipt, and laboratory analysis. This form will accompany and document all samples that are included in a specific shipment, including as a minimum: project identification, sample identifications, dates and times of sample collection, number of containers, sample parameters, sample preservation, testing procedures, etc. A copy of the COC as well as a summary of samples actually collected, parameters, matrices, and ship dates will be relayed to the appropriate analytical laboratory contact as soon as possible by USACE.

Coolers will be shipped with external chain-of-custody seals. A copy of all materials shipped will be maintained by the Philadelphia District Geotechnical Section or Technical Point of Contact.

4.3 The receiving laboratory's chain-of-custody, sample storage, and disbursement for analysis shall be documented per specific laboratory standard operating procedures (SOPs) and shall comply with all EPA and USACE sample handling and chain-of-custody procedures and protocols. Complete inspection and documentation of all incoming sample shipments is expected. This will include, at a minimum, the following: (1) signing for sample shipments, (2) receiving and reviewing all shipments for completeness and accuracy against enclosed COC forms and sample labels, (3) signing and dating the enclosed chain-of-custody forms, (4) logging all shipments of samples into appropriate log books and/or computer LIMS systems, (5) filling out a Cooler Receipt Form for each shipment to verify and document sample conditions upon receipt and the notation of any problems, and (6) contacting Philadelphia District Geotechnical Section personnel or Technical Point of contact immediately for resolution of any problems that may have been noted. A sample Cooler Receipt Form is attached at the end of this contract. The chain-of-custody form, any shipping documents, completed Cooler Receipt Forms, telephone conversation record forms, and any corrective action forms will be maintained by the laboratory for each shipment and included in the reporting package when the final results are reported.

4.4 The Contractor shall provide an adequate, contamination-free, and well ventilated work space for the receipt of samples. All samples and their associated extracts must be stored under conditions that will preserve their integrity and preservation and demonstrated to be free from all potential contaminants. Sufficient refrigerator space must be provided for the proper storage of all appropriate samples and their associated extracts for up to six months (depending on the matrix and parameter) after receipt of the final data report at the Philadelphia District Geotechnical Section or Technical Point of Contact for those samples. After that time, the Contractor is responsible for the disposal of the samples in compliance with all federal, state, and local regulations. Sample disposal costs shall be included in the unit cost and not charged as a separate fee.

4.5 All samples shall be handled in such a manner that all sample extraction and analysis be performed within the maximum allowable holding time specified by the applicable method or by EPA regulation. In the event of missing a holding time for any sample properly delivered to the laboratory, the Contractor will assume the cost of recollecting, extracting, and analyzing the sample at no charge to the government. Sufficient time shall also be allowed for the reanalysis of

samples within holding times should calibration, method, or quality control failures occur. This holding time requirement also applies to all conformational runs for samples analyzed by gas chromatography methods. Every effort will be made to deliver samples to the Contractor in a timely manner. EPA Methods, SW-846, define holding times from the date the sample is collected in the field.

4.6 The Contractor shall maintain the integrity of the samples received, their associated extracts, and the data generated under this contract. The data generated shall be used to make major decisions regarding the public health and environmental welfare, and possibly be used in litigation. The Contractor shall maintain sample and extract chain-of-custody within the laboratory at all times through the use of appropriate documentation and forms. All data generated will be maintained in such a manner as to support potential litigation activities.

Section 5: Analysis Requirements

5.1 The laboratory procedures anticipated for this contract are summarized in Table 5-3A. These analysis requirements reflect the requirements of SW-846, Final Update III, December 1996, along with promulgated updates and the most recent EPA Contractor Program (CLP) statements of work. These procedures may be updated as necessary to reflect changed regulatory testing requirements in the RCRA program. Additional analytes can be reported if the Contractor desires. Other laboratory procedures published and approved by the EPA, or contained in Standard Methods for the Examination of Water and Wastewater, may be requested depending upon project needs and regulatory requirements.

5.2 Contractor SOPs and QA/QC Plans shall be submitted and approved, if required, by the Philadelphia District Geotechnical Section, Technical Point of Contact, and the MRD Chemistry Branch before testing is initiated and on file for all of the methods listed in Table 5-3A while testing is performed. This requirement may also apply to any additional testing methods performed by the Contractor Laboratory. During the life of this contract, any changes to these SOPs must first be received and approved by the Philadelphia District Geotechnical Section or the Technical Point of Contact before implementation by the Contractor. Letters of approval for specific SOPs will be issued to the Contractor.

5.2.1 The SOP shall be a written narrative stepwise description of laboratory operating procedures as defined in SW-846 including examples of laboratory documents. The SOPs shall accurately describe the actual procedures used in the laboratory, and copies of the written SOPs shall be available to the appropriate laboratory personnel. Calculations that are an intrinsic part of the instrument or its automation software need not be documented in the SOP. However, Good Automated Laboratory Practice (GALP) does require that this kind of software be tested with a sample set of data to verify its correct operation. Calculations that are performed external to the instrument or its automation system shall be documented in the SOP.

5.2.2 The format for SOPs may vary depending upon the kind of activity for which they are prepared, however, at a minimum, the following sections must be included: Title page; Scope and Application; Policies; Definitions; Apparatus and Materials; Reagents;

Procedures; Method QC; Corrective Action and Responsibilities; Documentation, Calculation, and Example Forms; Miscellaneous Notes and Precautions; and References.

5.3 The Contractor shall use state of the art analytical instruments and proven analytical techniques to identify and measure the concentrations of the various analytes. The Contractor shall prepare extracts and dilutions of samples. The Contractor may screen extracts by methods of their choice. Then, based on the screening response, appropriate extraction, cleanup, and concentration procedures can be employed to achieve the lowest practical quantitation limits. Specific clean-up procedures may be outlined as required by project-specific data quality objectives for handling unique matrices or to achieve lower detection limits. Appropriate chain-of-custody and sample documentation shall be maintained throughout sample handling, preparation, and analysis.

5.4 The Contractor shall use dedicated glassware for each of the methods to avoid possible contamination problems. All glassware used shall be cleaned and stored according to the protocols as described in SW-846.

5.5 The samples to be analyzed by the Contractor under this contract are from Superfund, RCRA, or other potentially contaminated sites, and may contain hazardous organic and/or inorganic materials at high concentration levels. The Contractor shall be aware of the potential hazards associated with the handling and analysis of these samples. It is the Contractor's responsibility to take all necessary measures to ensure the health and safety of its employees and to prevent releases of chemicals to the environment.

Section 6: Calibration Procedures and Frequencies

6.1 Analytical Support Areas

6.1.1 Analytical Standard/Reagent Preparation and Traceability. The laboratory shall have, in-house, the appropriate standards for all target analytes. These standards can either be prepared from neat high purity bulk materials or purchased as certified solutions. A critical element in the generation of quality data is the purity/quality and the traceability of the standard solutions and reagents used in the analytical operations. The preparation and maintenance of standards and reagents will be performed per the specified methods. The Contractor shall continuously monitor the quality of reagents and standard solutions through a series of well-documented procedures. Primary reference standards and standard solutions used by the Contractor shall be obtained from reliable commercial sources (i.e., NIST, EPA, etc.) to ensure the highest purity possible. Certificates shall be available upon request that verify each standard's purity or concentration. The use of correction factors for all standards that are not at least 99.9% pure for inorganics and 96% pure for organics will be required. Care should be exercised in the proper storage and handling of all standards and standard solutions. All standards and standard solutions are to be catalogued to identify the supplier, lot number, purity/concentration, receipt/preparation date, preparer's name, method of preparation, expiration date and all other pertinent information. Standard solutions shall be checked and verified before use. Stock and working standards shall be checked regularly for signs of deterioration, such as discoloration,

formation of precipitates, or change in concentration. Reagents are to be examined for purity by subjecting an aliquot or subsample to the analytical method in which it will be used. The Contractor shall maintain complete documentation for all standards and reagents used.

6.1.2 Balance Calibration. Analytical balances shall be checked daily, or before each use, with two Class 'S' weights that bracket the expected balance use range. Balance checks shall be documented in appropriate hardbound log books with pre-numbered pages. Balances not reading within manufacturer's specifications shall not be used and will be recalibrated before any further use. Analytical balances shall be calibrated annually by the manufacturer or a certified service representative.

6.1.3 Refrigerators/freezers. All refrigerators and freezers shall be monitored for proper temperature by measuring and recording internal temperatures on a daily basis. Thermometers used for these measurements shall be calibrated on an annual basis. Temperatures shall be recorded on appropriate log sheets. Appropriate acceptable ranges shall be clearly posted on each unit in service.

6.1.4 Water supply system. The Contractor shall maintain an appropriate water supply system that is capable of furnishing HPLC grade water to the various analytical areas. The quality of the water shall be documented on a regular basis.

6.2 Laboratory instrumentation. Each instrument shall be calibrated with standard solutions appropriate to the type of instrument and the linear range established for all of the analytical methods in this contract. For this contract, method detection limits shall be established by the Contractor as described in Section 3.2.7 of this contract. All reported analytes are to be bracketed by an established calibration curve. The frequency of calibration and calibration verification and the concentration of calibration standards are determined by the manufacturer's guidelines and the various analytical methods. It is the intent of this contract that all batches of samples analyzed shall be bracketed by appropriate calibration verification standards. If the calibration checks do not meet established criteria, corrective action shall be taken which may include recalibration and reanalysis of samples. The procedures include examination of instrument performance and analysis information, consultation with the supervisor and a decision path to determine if recalibration and reanalysis of samples completed since the previous acceptable calibration check is warranted.

6.2.1 Gas Chromatography/Mass Spectrometry (GC/MS). Each day prior to the analysis of samples, the instrument shall be tuned for volatile compounds and for semivolatile compounds with the appropriate chemical standards as specified by the method used. No samples are analyzed until the instrument has met the tuning criteria of the method. In general, the instrument shall then be calibrated for all method analytes. An initial calibration curve, typically consisting of five points, shall be produced to define the working range and to establish criteria and retention time windows for identification. This initial calibration shall typically be evaluated every twelve hours to ensure that the system is within calibration and to reestablish analyte retention time windows. If the daily standard does not meet the established criteria, the system shall be recalibrated.

6.2.2 Gas and Liquid Chromatography. Each chromatographic system shall be initially calibrated prior to performance of analyses. Initial calibration, typically consisting of five points, consists of determining the working range and establishing retention time windows. The calibration shall be checked on a daily basis to ensure that the system remains within specifications. In addition, continuing calibrations are performed at frequencies required by the method used, typically at the beginning and end of each batch. If the calibration checks do not meet established criteria, corrective action shall be taken which may include recalibration and reanalysis of samples back to the previous acceptable calibration check. All calibration data shall be reported in CLP deliverable format using EPA CLP Forms 5, 6, 7, and 8 in the laboratory report or equivalent.

6.2.3 Metals. Metals analysis basically involves two types of analytical instrumentation: inductively coupled argon plasma emission spectroscopy (ICP) and atomic absorption spectroscopy (AA) with an appropriate cold vapor accessory, graphite furnace, and a Zeeman background correction system.

6.2.3.1 Each ICP shall be calibrated prior to any analyses being performed using criteria prescribed in the methods used or the manufacturer's recommendation. The calibration shall then be verified using standards from an independent source. A calibration curve shall be established daily by analyzing a minimum of three standards (five standards are recommended) and a calibration blank. The calibration shall be monitored throughout the day by analyzing a Continuing Calibration Blank and a Continuing Calibration Verification standard. If the verification standard does not meet established criteria, corrective action must be performed which may include recalibration and reanalysis of samples back to the previous acceptable calibration check. An interelement check standard shall be analyzed at the beginning and end of each analytical run, to verify that interelement and background correction factors have remained constant. Results outside of the established criteria shall trigger reanalysis of samples.

6.2.3.2 Each AA unit shall be calibrated prior to any sample analyses being conducted. An acceptable calibration curve (i.e., correlation coefficient >0.995) shall be established and prepared daily by analyzing a minimum of a calibration blank and three standards and then verified with a standard that has been prepared from an independent source at a concentration near the middle of the calibration range. The calibration shall then be verified on an ongoing basis with a calibration blank and a midpoint calibration standard. If the ongoing calibration standard does not meet established acceptance criteria, corrective action must be performed which may include recalibration and reanalysis of samples back to the previous acceptable calibration check. The method of standard additions and/or sample dilution will be used when matrix interferences are present.

6.2.3.3 Mercury shall be analyzed by a cold-vapor AA technique. The calibration requirements are similar to the standard AA procedures as described above. All requirements of the standard method must be completed as specified.

6.2.4 Wet Chemistry. The field of conventional, non-metals analysis (wet chemistry) involves a variety of instrumental and wet chemical techniques. Instruments include spectrophotometers and other analyzers. While calibration and standardization procedures vary

depending on the type of system and analytical methodology required for a specific analysis, the general principles of calibration apply universally. Each system shall be calibrated prior to analyses being conducted. Calibration consists of defining the working range by use of a series of standard solutions. A minimum of five standards is typically used. The calibration shall be checked on an ongoing basis (every twenty samples as a minimum) to ensure that the system remains within specifications. If the ongoing calibration check does not meet established criteria, corrective action must be performed which may include recalibration and reanalysis of samples back to the previous acceptable calibration check. Continuing calibrations are not performed for non-instrumental methods such as Total Dissolved Solids.

Section 7: Quality Assurance and Quality Control Procedures

7.1 Internal quality control checks shall be designed to determine if laboratory operations are in control, (i.e., operating within acceptable QC guidelines) and to determine the effect the sample matrix has on the data being generated. The cost associated with analyzing the laboratory QC samples specified by the method, and this contract, shall be included in the price charged for that method. The contractor shall not charge for laboratory QC samples as separate costs.

7.1.1 Laboratory performance QC. Laboratory performance QC shall be based on the use of a standard, control matrix to generate precision and accuracy data that are compared, on a daily basis, to control limits. This information, in conjunction with method blank data, shall be used to assess daily laboratory performance.

7.1.2 Matrix specific QC. Matrix specific QC shall be based on the use of an actual environmental sample for precision and accuracy determinations and commonly relies on the analysis of matrix spikes, matrix spike duplicates, and surrogate spikes, if appropriate. This information, supplemented with field blank results, shall be used to assess the effect of the matrix and field conditions on analytical data.

7.2 The overall quality assurance and quality control objectives for this contract are to implement procedures for laboratory analysis and reporting that provide data to a degree of quality consistent with their intended use. Target ranges of the QA/QC objectives are presented for the analytical testing. Variances from these target ranges shall result in the implementation of appropriate corrective measures and an assessment of the impact of these corrective measures on the usability of the data in the decision making process. The level of effort required shall be equivalent to the target ranges specified in SW-846 or the specific analytical method(s) used.

7.3 The sample batch. Samples shall be extracted and analyzed in batches, not to exceed twenty samples (of the same matrix), that are uniquely identified. The basic unit for analytical quality control is the batch. If a group of samples are not prepared and analyzed as one batch, then two types of batches shall be identified, the preparation batch and the analytical or instrumental batch, with each being uniquely identified. A sample batch that is prepared together would normally be analyzed together. The only exception might be where specific samples being analyzed had failed QC parameters that required reanalysis in another analytical batch.

7.3.1 The preparation batch shall be defined as samples which are prepared together by the same person using the same equipment/glassware, method sequence, reagent lots, and with the manipulations common to each sample within the same time period or in limited continuous sequential time periods. Samples in each preparation batch must be of same matrix (e.g., ground water, soil, sludge, liquid waste, etc.).

7.3.2 The analytical, or instrumental, batch shall be defined as samples that are analyzed together within the same analytical run sequence within the same time period or in continuous time periods. Each analytical sample batch must be prepared together and contain all of the appropriate number and type of calibration solutions, blanks, quality control samples, and regular analytical samples as defined by each analytical method and this contract. These batches shall be uniquely identified.

7.4 A brief summary of the minimum required QC follows. The type and frequency of QC samples performed by the Contractor shall be according to the specified analytical method or the requirements of this contract, whichever is more stringent. All calibrations and QC samples analyzed shall be identified such that they can be associated with a specific sample preparation and analytical batch.

7.4.1 Method Blank. The method blank is defined as a blank matrix similar to the field sample matrix to which all reagents are added in the same volumes or proportions as used in sample preparation and carried through the entire sample preparation and analytical procedure. The analytical methods specify the frequency of method blank analysis and must be adhered to for all analytical fractions. Criteria for determining blank acceptability must be based on consideration of the analytical techniques used, analytes reported, and reporting limits required. The following criteria shall be used to evaluate the acceptability of blank data: The concentration of all target analytes shall be below the method detection limit, or five percent of the regulatory limit for that analyte, or five percent of the measured concentration in the sample. If the blank does not meet acceptance criteria, the source of contamination shall be investigated and appropriate corrective action shall be taken and documented. Investigation includes an evaluation of the data to determine the extent and effect of the contamination on the sample results. Corrective actions may include reanalysis of the blank and/or re-preparation and reanalysis of the blank and all associated samples at no expense to the government. Sample results shall not be corrected for blank contamination.

7.4.2 Matrix spikes and matrix spike duplicates. A matrix spike (MS) is an environmental sample to which known concentrations of specific analytes have been added. The spiking analytes and their respective concentrations are identified in each of the methods. The MS shall be taken through the entire analytical procedure and the recovery of the analytes calculated. Results shall be expressed as percent recovery. A matrix spike duplicate (MSD) is a second aliquot of the same environmental sample that is spiked with known concentrations of specific analytes. The two spiked aliquots (the MS and MSD) are processed separately and the results compared and reported. Results are expressed as Relative Percent Difference (RPD) and percent recovery. Appropriate acceptance ranges for the RPDs and percent recoveries are normally given in the specific methods used. If ranges are not given, the Contractor shall

establish its laboratory specific limits for each type of matrix. MS and MSDs shall be analyzed at a rate of one set per batch per twenty samples, whichever is greater. MS and MSDs shall normally not be performed on known field rinsates, trip blanks, or other field blank samples.

7.4.3 Matrix duplicates. A matrix duplicate is an environmental sample which is divided into two separate aliquots by the Contractor. Care should be taken to ensure that the sample is properly divided into homogeneous fractions. The aliquots are processed separately and the results compared to evaluate the precision of the analysis. Results are expressed as RPDs between the duplicate aliquots analyzed. Appropriate acceptance ranges for the RPDs are normally given in the specific methods used. If ranges are not given, the Contractor shall establish its laboratory specific limits for each type of matrix. Matrix duplicates are to be analyzed at a rate of one per batch per twenty samples, whichever is greater. Matrix duplicates shall normally not be performed on known field rinsates, trip blanks, or other field blank samples.

7.4.4 Surrogate recoveries. Surrogates are added to samples to monitor the effect of the matrix on the accuracy of the analysis. Results are reported in terms of percent recovery. Surrogates, as specified in each of the appropriate analytical methods, shall be added to all samples requiring GC, LC, or GC/MS analysis. Surrogates may also be required for other analyses. These surrogate recoveries shall also be reported. Appropriate acceptance ranges for the percent recoveries are normally given in the specific methods used. According to SW-846 protocols, the Contractor shall statistically establish their own acceptance criteria for each method. This acceptance criteria must then be compared to the criteria stated in each of the methods, if available. The Contractor's acceptance criteria cannot exceed the criteria as stated in each of the methods. If acceptance criteria is not stated in a method or cross referenced to other methods, then the Contractor's internally generated criteria shall be used exclusively. The Contractor shall maintain this documentation on file.

7.4.5 Laboratory control sample. A laboratory control sample (LCS) is a control sample of known composition. This sample shall contain various target analytes that are representative of the compound classes found in each of the methods. Aqueous and solid laboratory control samples shall be analyzed using the same sample preparation, reagents, and analytical methods as the other field and QC samples. At least one laboratory control sample shall be analyzed with each batch of samples. The Contractor shall maintain internally generated acceptance criteria for these samples. The Contractor must maintain this documentation on file. Laboratory control sample results that do not meet the acceptance criteria as defined within the laboratory shall be carefully reviewed for errors. Laboratory control samples shall be reanalyzed if acceptance criteria is not met. Failure to meet this criteria during sample reanalysis may result in the entire batch of samples being reanalyzed and/or reextracted and reanalyzed at no charge to the government.

7.4.6 Other laboratory QC. Certain methods may require additional QC procedures and/or samples in addition to the ones already identified. For example, certain semivolatile organic samples may require additional cleanup procedures based on the interferences encountered. All such method recommended cleanup procedures shall be employed as necessary. Certain inorganic procedures, especially for the metals, may require post

digestion spikes or analysis using the method of standard additions based on the interferences encountered. All such method recommended QC procedures shall be employed as necessary.

Section 8: Preventive Maintenance

8.1 To minimize downtime and interruption of analytical work, preventive maintenance shall be routinely performed on each analytical instrument. Detailed SOPs shall be on file that describe preventive maintenance procedures and schedules to be performed by trained staff. The laboratory shall also maintain detailed logs for each instrument documenting the preventive maintenance and repairs performed on each analytical instrument. Maintenance contracts should be maintained on all major analytical instruments.

8.2 Backup instrumentation shall be designated in case of an extended breakdown for a piece of analytical instrumentation. It is the Contractor's responsibility to have a backup plan in force such that all sample holding times can be met. This plan can include use of another USACE validated laboratory for a given procedure. Before any subcontracting is performed, USACE MUST BE INFORMED and APPROVAL GIVEN, in writing, from the Philadelphia District Geotechnical Section Chemist, Technical Point of Contact or COR.

Section 9: Corrective Action for Unacceptable Data

9.1 When errors, deficiencies, or out-of-control situations exist, the Contractor's QA program shall provide systematic procedures, called 'corrective actions,' to resolve problems and restore proper functioning to the analytical system(s). Contractor personnel are alerted that corrective actions are necessary if: (1) QC data are outside the acceptable windows for precision and accuracy; (2) Blanks, duplicate control samples, or single control samples contain contaminants above acceptable levels; (3) Undesirable trends are detected in spike recoveries or RPD between duplicates; (4) There are unusual changes in method detection limits; (5) Deficiencies are detected by the QA department during internal or external audits or from the results of performance evaluation samples; and (6) Inquiries concerning data quality are received from the Philadelphia District Geotechnical Section, Technical Point of contact, or the MRD Chemistry Branch. Once the problem has been resolved, full documentation of the corrective action procedure shall be filed with the project records and a written Corrective Action Report provided to the Philadelphia District Geotechnical Section or Technical Point of Contact.

9.2 The following corrective actions and/or procedures will, as a minimum, be required for this contract:

9.2.1 Sample Receipt. The receiving laboratory's chain-of-custody, sample storage, and disbursement for analysis shall be documented per specific laboratory standard operating procedures (SOPs) and project requirements. Individual 'Cooler Receipt Forms' or similar, shall be used by the laboratory for each cooler to verify sample condition, including proper sample containers, volumes, temperature, preservation, etc. and document any problems noted. It is recommended that all coolers contain at least one temperature blank. The temperature blank

should be a 40-mL VOA vial filled with water and placed in a representative position inside the cooler. Multiple vials could be used, if needed. The laboratory should document when the temperature blank was positioned inappropriately or was not representative of the cooler temperature measurement. Sample login procedures shall follow the noted Cooler Receipt Form. The chain-of-custody form, any shipping documents, completed cooler receipt forms, telephone conversation record forms, and any corrective action forms will be maintained by the laboratory for each shipment and included in the reporting package when the results are submitted. Corrective action will be required for any deficiencies identified. The laboratory shall send via facsimile, to the Philadelphia District Geotechnical Section or Technical Point of Contact, copies of the chain-of-custody form and the Cooler Receipt Form for all sample shipments received which have problems noted. The Philadelphia District Geotechnical Section or Technical Point of Contact shall be contacted immediately for problem resolution. All corrective actions taken shall be thoroughly documented. Refer to Chapter 3 figures 3-4 and 3-3 of EM 200-1-3, Requirements for the Preparation of Sampling and Analysis Plans for examples of the Laboratory Notification Sheet, and Cooler Receipt Form.

9.2.2 Sample holding times. Extraction/digestion holding times shall be defined from the date/time of sample collection in the field to the date/time when the sample is first exposed to the extraction/digestion solvent. Analysis holding times shall be defined from the date/time of sample extraction to the date/time of sample analysis. It is required that laboratories maintain documentation that clearly show the dates (and times when applicable) for all sample handling/manipulation processes. Samples should be analyzed as soon as possible after sample collection. Published holding times are generally considered maximum times that samples may be held before analysis and still be considered compliant with method guidelines. Sufficient time should be allowed for the re-preparation or reanalysis of samples within holding times should calibration, method, or quality control failures occur. If samples cannot be extracted and/or analyzed within the appropriate method required holding times, the Philadelphia District Geotechnical Section or Technical Point of Contact shall be immediately notified, such that an appropriate corrective action plan can be generated. All corrective actions taken shall be thoroughly documented.

9.2.3 Reanalysis/Holding Time Requirement. The Contractor must be prepared to handle samples with a short duration holding time (6 hours to 14 days) and with little or no advance notification of collection. In the event of missing a holding time for any sample properly delivered to the laboratory, the Contractor will assume the cost of recollecting, prepping, and analyzing the sample at no charge to the government. A written explanation and Corrective Action Report will also be required.

9.2.4 Instrument calibration. Sample analysis shall not be allowed until all initial calibrations and/or tunes meet the appropriate requirements. All calibrations and/or tunes must meet all method time requirements or a recalibration must be performed. All continuing calibrations that do not meet method requirements shall result in a review of the calibration, rerun of the appropriate calibration standard, and, if necessary, the reanalysis of all samples affected back to the previous acceptable calibration check.

9.2.5 Method Detection Limits. Appropriate sample cleanup procedures shall be

employed to attempt to achieve the Contractor's method detection limits as determined by the laboratory if sample matrix interference's are encountered. Samples and/or their associated extracts/digestates shall be diluted, as necessary, to ensure method analytes are on the upper half of calibration curves. For diluted runs, the original analyte values that were acceptable shall be reported from the original run. Dilutions shall be documented, with the rational, along with revised method detection limits for those analytes directly affected. Analytes detected above the instrument detection limit but below the method detection limit shall be reported as estimated values.

9.2.6 Method QC. All method QC, including blanks, matrix duplicates, matrix spikes, matrix spike duplicates, surrogate spikes, laboratory control samples, and other method specified QC, shall meet the requirements as specified in this contract. Failure of method required QC shall result in the review of all affected data. If the deviation cannot be explained or deduced, then the affected sample(s) shall be reanalyzed and/or re-prepared (i.e., extracted, digested, etc.) then reanalyzed within method holding time to verify the presence or absence of a matrix effect. If the matrix effect is confirmed, the corresponding data shall be flagged accordingly using the EPA flagging symbols and criteria as defined in the CLP program. If the matrix effect is not confirmed, then the entire batch of samples may have to be reanalyzed and/or re-prepared then reanalyzed at no cost to the government. Corrective actions for blanks, laboratory control samples, and other quality control measures taken have been previously discussed in Section 7. The Philadelphia District Geotechnical Section or Technical Point of Contact shall be notified as soon as possible to discuss possible corrective actions should unusually difficult sample matrices be encountered.

9.2.7 Calculation errors. Reports shall be reissued if calculation and/or reporting errors are noted with any given data package. The case narrative shall clearly state the reason(s) for reissuance of the report. All hits exhibiting unusually high readings should be routinely checked for calculation errors. Ensure data reporting units are consistent and provided in the CLP format.

9.2.8 On-site audits. A corrective actions report shall be required that addresses any deficiencies noted during audits conducted during the life of this contract.

Section 10: Laboratory Data Reduction, Validation, and Reporting

10.1 Data reduction and validation. To assure the validity of the reported data, all analytical data generated by the Contractor shall be extensively reviewed prior to reporting. This internal data validation process shall consist of data generation, reduction, and a minimum three levels of documented review. The Level I technical data review process shall be documented using an appropriate check list that is signed and dated by the reviewer. All generated and reduced data shall follow well documented in-house protocols.

10.1.1 Level 1 technical data review. Each analyst reviews the quality of their work based on an established set of guidelines. The review criteria as established in each method, in this contract, or within the Contractor shall be used. This review shall, at a minimum,

ensure that: (1) Sample preparation information is correct and complete; (2) Analysis information is correct and complete; (3) The appropriate SOPs have been followed; (4) Analytical results are correct and complete; (5) QC samples are within established control limits; (6) Blanks and laboratory control samples are within appropriate QC limits; (7) Special sample preparation and analytical requirements have been met; and (8) Documentation is complete (e.g., all anomalies in the preparation and analysis have been documented, anomaly forms are complete, holding times are documented, etc.). Level 1 data review shall be documented by using a check list, signed and dated by the reviewer.

10.1.2 Level 2 supervisory data review. Level 2 review shall be performed by a supervisor or data review specialist, whose function is to provide an independent review of the data package. This review shall also be conducted according to an established set of guidelines and is structured to ensure that: (1) All appropriate laboratory SOPs have been followed; (2) Calibration data are scientifically sound, appropriate to the method, and completely documented; (3) QC samples are within established guidelines; (4) Qualitative identification of sample components is correct; (5) Quantitative results are correct; (6) Documentation is complete and correct (e.g., anomalies in the preparation and analysis have been documented, anomaly forms are complete, holding times are documented, etc.); (7) The data are ready for incorporation into the final report; and (8) The data package is complete and ready for data archive. Level 2 review shall be structured so that all calibration data and QC sample results are reviewed and all of the analytical results from at least 10% of the samples are checked back to the bench sheet. If no problems are found with the data package, the review is complete. If any problems are found with the data package, an additional 10% of the sample results shall be checked back to the bench sheet. This cycle then repeats until either no errors are found in the data set checked or all data has been checked. All errors and corrections noted shall be documented, with an explanation and the corrective actions taken included in the narrative of the laboratory report.

10.1.3 Level 3 administrative data review. The Contractor's quality assurance officer or program administrator performs level 3 review. This review should be similar to the review as provided in Level 2 except that it should provide a total overview of the data package to ensure its consistency and compliance with this contract. All errors noted shall be corrected and documented, along with a brief explanation included in the QA summary section of the laboratory report narrative.

10.2 Data reporting. Three reporting formats are anticipated throughout the life of this contract. These reporting formats may change due to changes in the various regulatory agency policies and laws for which any particular method falls under. The Standard Reporting Format requires the reporting of all data along with all supporting QC information. The Philadelphia District requires electronic deliverables on disk or CD in the form of data summary tables. The data summary tables shall contain for each sample the final results of each compound per analytical method, tabulated next to the method detection limit, and action levels if so specified.

10.2.1 For the purposes of this contract, each shipment of samples (which can be identified by the assignment of a specific task order number) for any one project on any one calendar day shall be reported as an independent data package (as defined below) unless otherwise approved by the Philadelphia District Geotechnical Section or Technical Point of

Contact. The Contractor may end up analyzing samples from different sample shipment dates on the same project together in the same analytical batch for the same parameter.

10.2.2 USACE Standard (Definitive) Data Reporting Format. Contractor reports shall be structured to clearly present all of the contract required items. This report shall be organized as follows:

10.2.2.1 General discussion: Description of sample types received, tests performed, any problems encountered, and general comments shall be given here. The task order number and project name shall be clearly identifiable. A table shall be generated that clearly shows all samples received which matches the USACE field sample identification with the Contractor sample identification, and includes the sample matrix, and the tests assigned. A glossary to define the symbols and terms used in the laboratory report shall also be included. Another table shall be prepared that summarizes all failed QC parameters along with corrective actions taken by the Contractor.

10.2.2.2 Analytical data: Data shall be reported by sample or by test. Pertinent information shall include, at a minimum, field sample identification, Contractor sample number, matrix, date sample collected, date sample received by the Contractor, date sample extracted/prepared, date sample analyzed, extraction/preparation/cleanup/analysis procedure(s) used, laboratory preparation batch number(s), laboratory analytical batch number(s), dilution factors, all analytes tested for and their associated results or detection (quantitation) limits, units, % moisture for solid samples, and sample description, including preservation. Any other factors that could affect the sample results, e.g., air bubbles in VOA sample vials, excess headspace in soil VOA containers, the presence of multiple phases, etc., shall also be noted. Data for soil and sediment samples shall be reported on a dry weight basis. Both the original and diluted results shall be reported for samples that are reanalyzed due to certain analytes that have exceeded calibration ranges. Results can be combined together on a single report sheet.

10.2.2.3 Data Summary Tables. Results shall be reported and summarized for all samples analyzed by a particular method or set of analytes.

10.2.2.4 Laboratory performance and matrix specific QC information. All of the associated method QC information, even if this information was run on another clients sample, shall be reported. This information shall include method blanks, laboratory control samples, matrix duplicates, matrix spikes, matrix spike duplicates, surrogate spikes, and other method specific QC that may have been run. Spiking levels shall be clearly shown. This QC information must be specific to the batch that the field sample analysis was associated with. Batch numbers shall be clearly shown. Method specific QC information must be reported with all acceptance criteria (upper and lower QC limits) clearly shown. All method QC must meet the acceptance requirements as stated in this contract. Any deviations from this acceptance criteria must be identified with appropriate corrective actions that have been conducted.

10.2.2.5 Calibration information. All initial calibration curve data must be presented. All continuing calibration verification data to include standards and blanks must be presented with acceptance ranges clearly shown. Internal standard areas shall be provided

along with tuning data, as appropriate.

10.2.2.6 Other information. Any other information that is pertinent to these samples shall also be reported. This shall include copies of original chain-of-custody forms, copies of cooler receipt forms, copies of any telephone conversation record sheets, and copies of any other forms (e.g., corrective action forms, Level 1 internal data review and validation forms, etc.). The laboratory shall maintain on file all of the supporting data and documentation for these samples. The Contractor shall provide, upon request, copies of raw data as the USACE deems necessary for specific methods and samples at no additional cost. The laboratory shall archive all analytical data for a minimum of five (5) years.

10.2.2.7 Sample data and associated method quality control information shall be reported in a standard format as a complete packet representing a batch of samples. The method quality control information should be presented in a standard order following the sample data results. The Contractor should maintain the standard order of reporting to the maximum extent possible.

10.2.3 Comprehensive CLP Data Reporting Format (equal to EPA level 4 CLP data reporting package). This reporting format, if specified by the USACE, will follow the format and guidance as issued by the EPA. This report format shall also include the Data Summary Tables listed in section 10.2.2.3 as well as all raw data and be suitable for external third party data validation. An electronic deliverable, equivalent to the hard copy report (in the form of data summary tables), shall also be included.

10.2.4 NJDEP Deliverable Data Reporting Format. Requirements for the contents and format of this data reporting package are in N.J.A.C. 26E, Technical Requirements for Site Remediation. Deliverables include hard copy as well as an electronic deliverable corresponding to the NJDEP Hazsite format.

10.2.5 Electronic data reporting. Data associated with a task order in the form of data summary tables shall be submitted on paper and on CD. The data summary tables submitted electronically for samples in a task order shall be stored as discrete files written in Microsoft Word, or Excel. Each file shall contain a separate summary of results as they are reported by method per matrix.

Section 10: References

U.S. ARMY CORPS OF ENGINEERS

- EM 200-1-1 (1994), Validation of Analytical Chemistry Laboratories
- EM 200-1-3 (1994), Requirements for the Preparation of Sampling and Analysis Plans
- ER 1110-1-263 (1998), Chemical Data Quality Management for Hazardous Waste Remedial Activities
- Shell for Analytical Chemistry, November 2, 1998, Revision 1.0

ENVIRONMENTAL PROTECTION AGENCY

- EPA-SW-846 (1996) Test Methods for Evaluating Solid Wastes Physical/Chemical Method and "Final Updates"
- EPA-600/4-79-020 (1983) Methods for Chemical Analysis of Water and Wastewater.
- USEPA Contract Laboratory Program SOW for Organic Analysis, CLP OLM04.1 Multi-Media, Multi-Concentration
- USEPA Contract Laboratory Program SOW for Inorganic Analysis, CLP ILM04.0 Multi-Media, Multi-Concentration

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

- N.J.A.C. 7:9-6 New Jersey Ground Water Quality Standards
- N.J.A.C. 7:26E Technical Requirements for Site Remediation, 1997

CODE OF FEDERAL REGULATIONS

- 40 CFR 136 Analytical Methods for Examining Water and Wastewater

**SECTION G
CONTRACT ADMINISTRATION DATA**

G-1 ACCOUNTING AND APPROPRIATION DATA:

Work Item No. RF6104

G-2 ADMINISTRATIVE CONTRACTING OFFICE:

U.S. Army Engineer District, Philadelphia
ATTN: CENAP-CT-S (Linda M. Dobbs)
Wanamaker Building, 100 Penn Square East, Room 643
Philadelphia, Pennsylvania 19107-3390
Telephone: (215) 656-6923
Facsimile: (215) 656-6798

G-3 PAYMENT BY:

U.S. Army Corps of Engineers
Finance Center
5722 Integrity Drive
Millington, TN 38054-5005

**G-4 A COPY OF THE INVOICE SHOULD BE SENT TO THE
FOLLOWING:**

U.S. Army Engineer District, Philadelphia
ATTN: CENAP-EC-DG (Michael Mohn)
Wanamaker Building, 100 Penn Square East,
Philadelphia, Pennsylvania 19107-3390
Telephone: (215) 656-6887
Facsimile: (215) 656-6797

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1. PAYMENTS

Payment shall be made on each task order as follows:

- 1) The contractor shall be paid 60 percent (60%) of the total task order amount after all Analytical work is complete.
- 2) The contractor shall be paid the remaining 40 percent (40%) of the total task order amount upon the approval and acceptance of the contractor's final report by the Contracting Officer or his/her Representative (COR). **UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR BE PAID THIS REMAINING 40% UNTIL HIS/HER FINAL REPORT IS SUBMITTED AND APPROVED.**
- 3) Late delivery of products will result in payment at the rate at which the products were received at the District.
- 4) The Contractor should submit invoices in accordance with a, b, and c above.

H-2. SPECIAL CONDITIONS WHICH MUST BE MET BY THE CONTRACTOR:

- 1) Timeliness is extremely important.
- 2) The firm should be located within a reasonable travel distance from the district and its project areas. The Corps will not pay for plane tickets or other costly travel expenses every time a firm member is working on a project or must come to the district for meetings.
- 3) The primary contractor must be capable of performing a large majority of the work on their own. We do not want a "middleman" firm who will be subcontracting out all, or a large majority, of the work.

SECTION I CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.212-1 Instructions to Offerors--Commercial Items OCT 2003
52.212-4 Contract Terms and Conditions--Commercial Items OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED
FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

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 which are listed in descending order of importance. The subfactors contained within each factor will be of equal importance.

(1) Technical Capability – will consist of the following:

- Provide a list of detection/reporting limits for test parameters included in the scope as well as Method Detection Limit studies for VOCs.
- Provide resumes for Project Manager and Quality Manager, as well as at least three personnel that will report to the PM and at least three personnel that will report to the Quality Manager. These reporting personnel positions should be selected from those that will be performing the majority of the analytical work, which is expected to consist mostly of SW-846 test methods

(2) Past Performance – provide a list of projects to show capability to handle multiple projects valued between \$10K and \$60K issued simultaneously that have been successfully completed within the last two years including a point of contact, telephone number, and dollar value for each job listed and any other contracts similar in size and scope to this procurement

(3) Management Approach – will consist of the following:

- Provide data results in electronic format directly from Laboratory Information Management System (LIMS)
- Provide USACE internet access to analytical results
- Provide same day courier services such as delivery and pickup of supplies and samples at USACE work sites using inexpensive means
- Provide Quality Assurance Manual
- Ability of the laboratory to retain all analytical data for 5 years following analysis date.

(4) Subcontracting Efforts

Technical and past performance, when combined, are more significant than price.

(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.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003) 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 or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a 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--

(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 is owned by one or more women; or

(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-----

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

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

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

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

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

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

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

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

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

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

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: _____.)

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

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

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

(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) Certifications and 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, the 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--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

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

(2) Foreign End Products:

Line Item No.:-----
Country of Origin:-----

(List as necessary)

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

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program 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." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

(2) Buy American Act--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.

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

(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

(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

Listed Countries of Origin

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

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

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

 X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

 (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

 (ii) Alternate I (MAR 1999) to 52.219-5.

 (iii) Alternate II to (JUNE 2003) 52.219-5.

- (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

(22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

(ii) Alternate I (MAY 2002) of 52.225-3.

(iii) Alternate II (MAY 2002) of 52.225-3.

(23) 52.225-5, Trade Agreements (OCT 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

(25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

(26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

(27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

 X (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

 X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through one year from date of contract award or exercise of any option year.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall

control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$75,000.00;

(2) Any order for a combination of items in excess of \$75,000.00; or

(3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered,

the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **its expiration (one year after contract award or one year after the exercise of any of the option years.)**

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(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 ten (10) calendar 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 sixty (60) days of the expiration of the base year or within sixty (60) days of the

expiration of any of the exercised option years: provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (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 three (3) years.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) -
ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541380.

(2) The small business size standard is \$6 million.

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

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

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

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

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

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

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

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

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) 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.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women 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; or

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

(d) Notice.

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

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

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

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

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

(End of provision)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

drug abuse violation occurring in the workplace:

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

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

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

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

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

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-4005 INSURANCE (As required by FAR 52.228-5 of the Contract Clauses)

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

Workman's Compensation and Employees Liability Insurance
Minimum \$100,000.00

General Liability Insurance, Minimum \$500,000.00 per occurrence
With a minimum of \$100,000.00 of property damage insurance per occurrence

Automobile Liability Insurance
Minimum \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury and
\$20,000.00 per occurrence for property damage

b) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation of any material change adversely affecting the Government's interest shall not be effective (1) for such period as the law of the State in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days

of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(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):

<http://www.arnet.gov/far> <http://farsite.hill.af.mil> <http://www.dtic.mil/dfars>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far> <http://farsite.hill.af.mil> <http://www.dtic.mil/dfars>

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of

the data elements on the form and provided the form carries the agency form number and edition date.

(a) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

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

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

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

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

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

"Registered in the CCR database" means that--

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

(2) The Contractor's CAGE code is in the CCR database; and

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

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

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

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

(1) An offeror may obtain a DUNS number--

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

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

Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(End of clause)

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

(a) "Definitions."

As used in this provision --

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

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

(3) "Significant interest" means --

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

disclose the beneficial owner;

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

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

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

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

(b) "Prohibition on award."

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

(c) "Disclosure."

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

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government

of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

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

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10.U.S.C. 2533a).

252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

252.225-7021 Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

252.232-7003 Electronic Submission of Payment Requests (DEC 2003) (10 U.S.C. 2227).

252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (Alternate I) (MAR 2000) (Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).

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

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 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 (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (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)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

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

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

SECTION J
LIST OF ATTACHMENTS

- J-1 Table 5-3A Summary of Analytical Method Packages
- J-2 Performance Evaluation for Service and Supply Contracts
- J-3 Performance Assessment Report Form
- J-4 Service Contract Act (SCA) Wage Determinations for the following Counties: Philadelphia, PA; Trenton, NJ; Wilmington, DE; Baltimore, MD; Richmond, VA; and Statewide, WV. This solicitation is subject to the prevailing wage rates set by the Department of Labor, as required by Contract Clause 52.222-41, Service Contract Act of 1965, as Amended (May 1989).
- Wage Determination Numbers:
94-2449 Rev (17) Philadelphia, PA
94-2355 Rev (17) Trenton, NJ
94-2097 Rev (18) Wilmington, DE
94-2247 Rev (23) Baltimore, MD
94-2545 Rev (22) Richmond, VA
94-2573 Rev (20) Statewide, WV
- J-5 Small, Veteran-Owned Small, Service-Disabled Veteran-Owned Small, Hubzone Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan

J-1 Table 5-3A
Summary of Analytical Method Packages
Indefinite Delivery Contract for Analytical Laboratory Services
Jan-04

<u>ITEM</u>	<u>DESCRIPTION</u>
2000	Priority Pollutant Package
2001	WATER
2002	SOIL/SLUDGE

Clean Water Act, Sections 307; 40 CFR 122 Appendix D. Determination of contamination in effluent monitoring (NPDES), point source discharges (OCPSF), and RCRA groundwater monitoring.

Analysis to include the following: GC/MS Library Search and Review for 15 additional peaks (TIC's)

Parameter	Method
VOCs GC/MS	EPA 624/SW846 5030,8260
Base/Neutral Extractable Organics GC/MS	EPA 625/SW846 3510, 3520, 3540, 3550, 3580/8270
Acid Extractable Organics GC/MS	EPA 625/SW846 3510, 3520, 3540, 3550, 3580/8270
Base/Neutral/Acid Extractable Organics GC/MS	EPA 625/SW846 3510, 3520, 3540, 3550, 3580/8270
Pesticides GC/ECD	EPA 608/SW846 3510, 3520, 3540, 3550, 3580/8081
PCBs GC/ECD	EPA 608/SW846 3510, 3520, 3540, 3550, 3580/8082
Metals ICP/AA	EPA 200/SW846 3005, 3010, 3050, 3040/6010, 7000
Cyanides	EPA 335.3/SW846 9010, 9012
Phenols GC/FID	EPA 420.2/SW846 3510, 3520, 3540, 3550/8041

<u>ITEM</u>	<u>DESCRIPTION</u>
3000	Contract Laboratory Program (CLP) Package
3001	WATER
3002	SOIL/SLUDGE

Analysis of the Target Compound (TCL) & Target Analyte List (TAL) using protocols outlined in the most recent USEPA Contract statement of Work (SOW). Includes GC/MS Library search and review for 30 peaks (TIC's) and USEPA CLP reporting deliverables. Contract required QA/QC samples, matrix spike (MS) and matrix spike duplicates (MSD) shall be included at no extra cost. CLP required 1 MS and MSD per 20 samples of like, similar concentrations, and/or collected in a 14 day period. Analysis to include the following:

Parameter	Method
VOCs GC/MS	CLP
Base/Neutral/Acid Extractable Organics GC/MS	CLP
Pest/PCBs GC/ECD	CLP
Metals ICP/AA	CLP
Cyanides	CLP

<u>ITEM</u>	<u>DESCRIPTION</u>
4000	Target Compound List (TCL) & Target Analyte List (TAL) Package
4001	WATER
4002	SOIL/SLUDGE

Analysis of CLP Listed Organic (TCL) and Inorganic (TAL) parameters using RCRA SW-846 methods. Analysis to include the following:

Parameter	Method
VOCs GC/MS	SW846 5030, 8260
Base/Neutral Extractable Organics GC/MS	SW846 3510, 3520, 3540, 3550, 3580/8270
Acid Extractable Organics GC/MS	SW846 3510, 3520, 3540, 3550, 3580/8270
Base/Neutral/Acid Extractable Organics GC/MS	SW846 3510, 3520, 3540, 3550, 3580/8270
Pesticides GC/ECD	SW846 3510, 3520, 3540, 3550, 3580/8081
PCBs GC/ECD	SW846 3510, 3520, 3540, 3550, 3580/8082
Metals ICP/AA	SW846 3005, 3010, 3050, 3040/6010, 7000
Cyanides	SW846 9010, 9012

Table 5-3A
Summary of Analytical Method Packages
Indefinite Delivery Contract for Analytical Laboratory Services
Jan-04

<u>ITEM</u>	<u>DESCRIPTION</u>
5000	<u>RCRA Assessment Monitoring Package</u>
5001	WATER
5002	SOIL/SLUDGE

*RCRA Assessment monitoring, Interim status, Identification and listing of Hazardous Wastes under 40 CFR Part 261 Appendix IX, July 1987.
Analysis to include the following:*

<i>Parameter</i>	<i>Method</i>
<i>VOCs GC/MS</i>	<i>SW846 5030, 8260</i>
<i>Base/Neutral Extractable Organics GC/MS</i>	<i>SW846 3510, 3520, 3540, 3550, 3580/8270</i>
<i>Acid Extractable Organics GC/MS</i>	<i>SW846 3510, 3520, 3540, 3550, 3580/8270</i>
<i>Base/Neutral/Acid Extractable Organics GC/MS</i>	<i>SW846 3510, 3520, 3540, 3550, 3580/8270</i>
<i>Pesticides GC/ECD</i>	<i>SW846 3510, 3520, 3540, 3550, 3580/8081</i>
<i>Pesticides GC/FPD</i>	<i>SW846 3510, 3520, 3540, 3550, 3580/8141</i>
<i>PCBs GC/ECD</i>	<i>SW846 3510, 3520, 3540, 3550, 3580/8082</i>
<i>Herbicides GC/ECD</i>	<i>SW846 3510, 3520, 3540, 3550, 3580/8151</i>
<i>Metals ICP/AA</i>	<i>SW846 3005, 3010, 3050, 3040/6010, 7000</i>
<i>Sulfides</i>	<i>SW846 9030</i>
<i>Cyanides</i>	<i>SW846 9010, 9012</i>

6000	<u>RCRA Hazardous Waste Characterizations Package</u>
6001	WATER
6002	SOIL/SLUDGE

*Land Ban TCLP; November 8, 1986. for determination of contaminants in F001-F005 waste Solvents.
Analysis to include the following:*

<i>Parameter</i>	<i>Method</i>
<i>Zero Headspace Extraction- VOCs</i>	<i>SW846 1311</i>
<i>Sample Extraction Base/Neutral and Acid SVOCs</i>	<i>SW846 1311</i>
<i>Pesticides, Herbicides, PCBs, and Metals</i>	<i>SW846 1311</i>
<i>VOCs GC/MS</i>	<i>SW846 5030, 8260</i>
<i>Base/Neutral/Acid Extractable Organics GC/MS</i>	<i>SW846 3510, 3520, 3540, 3550, 3580/8270</i>
<i>Pesticides GC/ECD</i>	<i>SW846 3510, 3520, 3540, 3550, 3580/8081</i>
<i>PCBs GC/ECD</i>	<i>SW846 3510, 3520, 3540, 3550, 3580/8082</i>
<i>Herbicides GC/ECD</i>	<i>SW846 3510, 3520, 3540, 3550, 3580/8151</i>
<i>Metals ICP/AA</i>	<i>SW846 3005, 3010, 3050, 3040/6010, 7000</i>

7000	<u>Courier shuttle service</u>
7001	Sample container drop off and sample pickup

J-2 Performance Evaluation for Service and Supply Contracts

In accordance with Federal Acquisition Regulation 42.15 and Engineer Regulation 715-1-19 dated July 5, 1996, this contract action is subject to the requirement for contractor performance evaluation in the elements listed in FAR Clause 52.212-2.

At a minimum, the performance evaluation shall be completed within 45 days of completion of each year's performance. Additional (interim) evaluations may be prepared if any element listed is being performed unsatisfactorily.

J-3 Performance Assessment Report Form

Performance Assessment Report (PAR)

- Interim
- Final
- Addendum

Period Report: From _____ To _____

Section I	
1a. Contractor:	2a. Contract Number:
Address:	2b. Modification Number:
	2c. Del/Task Order Number:
	2d. Initial Value (Base + Options): \$
Place of Performance:	2e. Current Value: \$
1b. Cage Code:	3a. Award Date:
1c. DUNS No.:	3b. Completion Date:

Section II	
<p>4a. Contractor POC:</p> <p>Name: Position/Title: Address:</p> <p>Phone No.: FAX: E-Mail Address:</p>	<p>4b. Gov't Contract Specialist:</p> <p>Name: Address:</p> <p>Phone No.: FAX: E-mail Address:</p>

Section III				
5. Method of Contract:				
<input type="checkbox"/> Sealed Bid <input type="checkbox"/> Negotiated				
6. Type of Contract: (Check all that apply)				
<input type="checkbox"/> FFP	<input type="checkbox"/> FPR[R]	<input type="checkbox"/> CS	<input type="checkbox"/> CPFF[T]	<input type="checkbox"/> Rqmts
<input type="checkbox"/> FFP-EPA	<input type="checkbox"/> FFP-LOE	<input type="checkbox"/> CPIF	<input type="checkbox"/> Labor	<input type="checkbox"/> BOA
<input type="checkbox"/> FPIF	<input type="checkbox"/> T&M	<input type="checkbox"/> CPAF	Hour	<input type="checkbox"/> Letter
<input type="checkbox"/> FPR[P]	<input type="checkbox"/> CR	<input type="checkbox"/> CPFF[C]	<input type="checkbox"/> ID	<input type="checkbox"/> Other
			<input type="checkbox"/> IQ	
7. Socio-economic Program:				
<input type="checkbox"/> SBSA	<input type="checkbox"/> 8(a)	<input type="checkbox"/> SBIR	<input type="checkbox"/> SBCDP	<input type="checkbox"/> Other
8. Competition:				

<input type="checkbox"/> Full and Open Competition	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Other
9. Type of Supply/Services:		
<input type="checkbox"/> Commercial	<input type="checkbox"/> Non-Developmental	<input type="checkbox"/> Non-Commercial

Section IV

10. Business Sector:		
<input type="checkbox"/> Space	<input type="checkbox"/> Ground Vehicles	<input type="checkbox"/> Information Technology
<input type="checkbox"/> Ordnance	<input type="checkbox"/> Shipbuilding	<input type="checkbox"/> Science & Technology
<input type="checkbox"/> Aircraft	<input type="checkbox"/> Other Systems	<input type="checkbox"/> Services
<input type="checkbox"/> Training System	<input type="checkbox"/> Operations Support	<input type="checkbox"/> Health Care Services
11a. FSCs:		
11b. SICs:		
12. Description of Requirement:		

**Section V
(All business Sectors other than Systems)**

The rating assigned to an element/sub-element must be supported by narrative rationale. Narratives are required for all ratings, and must clearly convey to the contractor, as well as to a Government source selection official who is not familiar with the instant contract, why the rating was assigned. This is especially important for any rating above or below "satisfactory." Narratives should be supported by quantifiable or verifiable documentation. While larger or more complex efforts warrant greater detail, the guideline for any narrative is "clear and concise."

14a. Quality of Product/Service

Rating: (check one) **Narrative**
rationale: _____

- Exceptional**

- Very Good**

- Satisfactory**

- Marginal**

- Unsatisfactory**

14b. Schedule

Rating: (check one) **Narrative**
rationale: _____

- Exceptional**

- Very Good**

- Satisfactory**

- Marginal**

- Unsatisfactory**

14c. Cost Control

Rating: (check one) **Narrative**
rationale: _____

- Exceptional**

- Very Good**

- Satisfactory**

- Marginal**

- Unsatisfactory**

14d. Business Relations

Rating: (check one) **Narrative**
rationale: _____

- Exceptional**

- Very Good**

- Satisfactory**

- Marginal**

- Unsatisfactory**

14e. Management of Key Personnel

Rating: (check one) **Narrative**
rationale: _____

- Exceptional**

- Very Good**

- Satisfactory**

- Marginal**

- Unsatisfactory**

14f. Other (Optional)

Rating: (check one) **Narrative**
rationale: _____

- Exceptional**

- Very Good**

- Satisfactory**

- Marginal**

- Unsatisfactory**

Section VI

15. Evaluator
Name:
Phone:
FAX:
E-Mail:

Signature:

Date Approved by Evaluator:

<p>16. Contracting Officer/PM Name: Phone: FAX: E-Mail:</p>	<p>Signature:</p> <p>Date Approved by Evaluator:</p>
<p>17. Agency Review Name: Phone: FAX: E-Mail:</p>	<p>Signature:</p> <p>Date Approved by Evaluator:</p>
<p>18. Contractor Review Name: Position/Title: Phone: FAX: E-Mail:</p>	<p>Comments provided? <input type="checkbox"/> Yes If YES, indicate number of <input type="checkbox"/> No pages attached ()</p> <p>Date of Receipt of Contractor Response: _____</p>
<p>19. Resolution Authority Name: Phone: FAX: E-Mail:</p>	<p>Date Referred: _____</p> <p>Date of Resolution: _____</p>
<p>20. Source Selection Availability Date of Final Review: _____</p>	<p>Date PAR entered into PPIMS: _____</p>

Section V

Non-Systems Contracts Performance Elements: Assess contractor performance using the following elements:

- 14a. **Quality of Product or Service** - Assess the contractor's conformance to contract requirements, specifications and standards of good workmanship (e.g., commonly accepted technical, professional, environmental, or safety and health standards).
- 14b. **Schedule** - Assess the timeliness of the contractor against the completion of the contract, task orders, milestones, delivery schedules, administrative requirements (e.g. efforts that contribute to or effect the schedule variance).
- 14c. **Cost Control** (Not required for FFP and FFP w/EPA contracts) - Assess the contractor's effectiveness in forecasting, managing and controlling contract cost.
- 14d. **Business Relations** - Assess the integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the contractor's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts, and whether the contractor met small/small disadvantaged and women-owned business participation goals.
- 14e. **Mananernent of Key Personnel** (For services and information technology contracts only) -Assess the contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel

***Rating System:** use the following rating system to assess contractor performance for . **all PPI elements (14a. through 14e.):**

- (1) **Exceptional** - Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
- (2) **Very Good** - Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
- (3) **Satisfactory** - Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
- (4) **Marginal** - Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
- (5) **Unsatisfactory** - Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or subelement contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

The rating* assigned to an element/sub-element must be supported by narrative rationale. Narratives are required for all ratings, and must clearly convey to the contractor, as well as to a Government source selection official who is not familiar with the instant contract, why the rating was assigned. This is especially important for any rating above or below "satisfactory." Narratives should be supported by quantifiable or verifiable documentation. While larger or more complex efforts warrant greater detail, the guideline for any narrative is "clear and concise."

J-4 Service Contract Act (SCA) Wage Determinations

WAGE DETERMINATION NO: 94-2449 REV (17) AREA: PA, PHILADELPHIA
 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

William W.Gross | Wage Determination No.: 1994-2449
 Director | Revision No.: 17
 Division of | Date Of Last Revision: 06/05/2003
 Wage Determinations |

States: New Jersey, **Pennsylvania**
 Area: New Jersey Counties of Burlington, Camden, Gloucester
Pennsylvania Counties of Bucks, Chester, Delaware, Lehigh, Montgomery, Northampton,
 Philadelphia

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.69
01012 - Accounting Clerk II	12.59
01013 - Accounting Clerk III	14.91
01014 - Accounting Clerk IV	16.35
01030 - Court Reporter	16.32
01050 - Dispatcher, Motor Vehicle	16.32
01060 - Document Preparation Clerk	12.59
01070 - Messenger (Courier)	10.78
01090 - Duplicating Machine Operator	12.59
01110 - Film/Tape Librarian	13.48
01115 - General Clerk I	9.54
01116 - General Clerk II	11.93
01117 - General Clerk III	12.51
01118 - General Clerk IV	14.96
01120 - Housing Referral Assistant	18.67
01131 - Key Entry Operator I	11.22
01132 - Key Entry Operator II	13.91
01191 - Order Clerk I	11.75
01192 - Order Clerk II	14.25
01261 - Personnel Assistant (Employment) I	12.59
01262 - Personnel Assistant (Employment) II	14.91
01263 - Personnel Assistant (Employment) III	16.32
01264 - Personnel Assistant (Employment) IV	17.43
01270 - Production Control Clerk	17.43
01290 - Rental Clerk	14.91
01300 - Scheduler, Maintenance	15.42
01311 - Secretary I	15.42
01312 - Secretary II	16.91
01313 - Secretary III	18.67
01314 - Secretary IV	19.63
01315 - Secretary V	22.16
01320 - Service Order Dispatcher	14.85
01341 - Stenographer I	15.41
01342 - Stenographer II	16.69
01400 - Supply Technician	19.63
01420 - Survey Worker (Interviewer)	12.88
01460 - Switchboard Operator-Receptionist	13.81
01510 - Test Examiner	16.91
01520 - Test Proctor	16.91
01531 - Travel Clerk I	10.54
01532 - Travel Clerk II	11.06
01533 - Travel Clerk III	11.80
01611 - Word Processor I	13.24
01612 - Word Processor II	14.79
01613 - Word Processor III	16.22
03000 - Automatic Data Processing Occupations	

03010 - Computer Data Librarian	13.22
03041 - Computer Operator I	13.40
03042 - Computer Operator II	16.01
03043 - Computer Operator III	21.13
03044 - Computer Operator IV	24.60
03045 - Computer Operator V	27.23
03071 - Computer Programmer I (1)	19.82
03072 - Computer Programmer II (1)	22.51
03073 - Computer Programmer III (1)	26.95
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.74
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	20.50
05010 - Automotive Glass Installer	16.61
05040 - Automotive Worker	18.04
05070 - Electrician, Automotive	18.72
05100 - Mobile Equipment Servicer	16.74
05130 - Motor Equipment Metal Mechanic	19.36
05160 - Motor Equipment Metal Worker	18.04
05190 - Motor Vehicle Mechanic	18.81
05220 - Motor Vehicle Mechanic Helper	15.89
05250 - Motor Vehicle Upholstery Worker	17.36
05280 - Motor Vehicle Wrecker	18.04
05310 - Painter, Automotive	18.72
05340 - Radiator Repair Specialist	18.04
05370 - Tire Repairer	14.89
05400 - Transmission Repair Specialist	19.36
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	10.65
07010 - Baker	11.84
07041 - Cook I	11.14
07042 - Cook II	11.98
07070 - Dishwasher	9.24
07130 - Meat Cutter	14.31
07250 - Waiter/Waitress	9.70
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.64
09040 - Furniture Handler	13.60
09070 - Furniture Refinisher	17.65
09100 - Furniture Refinisher Helper	14.99
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	17.65
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.16
11060 - Elevator Operator	10.91
11090 - Gardener	12.20
11121 - House Keeping Aid I	9.75
11122 - House Keeping Aid II	10.98
11150 - Janitor	11.00
11210 - Laborer, Grounds Maintenance	12.21
11240 - Maid or Houseman	9.76
11270 - Pest Controller	14.61
11300 - Refuse Collector	11.69
11330 - Tractor Operator	12.93
11360 - Window Cleaner	11.30
12000 - Health Occupations	
12020 - Dental Assistant	14.36
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.99
12071 - Licensed Practical Nurse I	12.99
12072 - Licensed Practical Nurse II	13.95
12073 - Licensed Practical Nurse III	15.61
12100 - Medical Assistant	11.61
12130 - Medical Laboratory Technician	12.77
12160 - Medical Record Clerk	12.77
12190 - Medical Record Technician	13.89
12221 - Nursing Assistant I	9.36
12222 - Nursing Assistant II	10.29

12223 - Nursing Assistant III	11.00
12224 - Nursing Assistant IV	11.59
12250 - Pharmacy Technician	12.50
12280 - Phlebotomist	12.77
12311 - Registered Nurse I	19.33
12312 - Registered Nurse II	24.65
12313 - Registered Nurse II, Specialist	25.94
12314 - Registered Nurse III	31.01
12315 - Registered Nurse III, Anesthetist	31.01
12316 - Registered Nurse IV	37.17
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	19.79
13011 - Exhibits Specialist I	18.13
13012 - Exhibits Specialist II	26.15
13013 - Exhibits Specialist III	31.96
13041 - Illustrator I	20.85
13042 - Illustrator II	30.01
13043 - Illustrator III	36.66
13047 - Librarian	24.84
13050 - Library Technician	13.37
13071 - Photographer I	15.12
13072 - Photographer II	16.50
13073 - Photographer III	23.77
13074 - Photographer IV	29.07
13075 - Photographer V	36.35
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.67
15030 - Counter Attendant	7.67
15040 - Dry Cleaner	10.16
15070 - Finisher, Flatwork, Machine	7.67
15090 - Presser, Hand	7.67
15100 - Presser, Machine, Drycleaning	7.67
15130 - Presser, Machine, Shirts	7.67
15160 - Presser, Machine, Wearing Apparel, Laundry	7.67
15190 - Sewing Machine Operator	10.95
15220 - Tailor	11.71
15250 - Washer, Machine	8.49
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.90
19040 - Tool and Die Maker	21.43
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.79
21020 - Material Coordinator	17.36
21030 - Material Expediter	17.36
21040 - Material Handling Laborer	13.92
21050 - Order Filler	13.22
21071 - Forklift Operator	14.25
21080 - Production Line Worker (Food Processing)	15.75
21100 - Shipping/Receiving Clerk	13.78
21130 - Shipping Packer	13.58
21140 - Store Worker I	12.57
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.19
21210 - Tools and Parts Attendant	14.55
21400 - Warehouse Specialist	15.75
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.96
23040 - Aircraft Mechanic Helper	17.15
23050 - Aircraft Quality Control Inspector	22.48
23060 - Aircraft Servicer	18.66
23070 - Aircraft Worker	19.42
23100 - Appliance Mechanic	17.65
23120 - Bicycle Repairer	15.11
23125 - Cable Splicer	21.15
23130 - Carpenter, Maintenance	21.42
23140 - Carpet Layer	18.65
23160 - Electrician, Maintenance	22.06
23181 - Electronics Technician, Maintenance I	19.50
23182 - Electronics Technician, Maintenance II	25.38
23183 - Electronics Technician, Maintenance III	26.21
23260 - Fabric Worker	17.58

23290 - Fire Alarm System Mechanic	19.01
23310 - Fire Extinguisher Repairer	16.80
23340 - Fuel Distribution System Mechanic	22.62
23370 - General Maintenance Worker	17.66
23400 - Heating, Refrigeration and Air Conditioning Mechanic	21.13
23430 - Heavy Equipment Mechanic	19.33
23440 - Heavy Equipment Operator	20.18
23460 - Instrument Mechanic	19.45
23470 - Laborer	14.04
23500 - Locksmith	17.65
23530 - Machinery Maintenance Mechanic	19.38
23550 - Machinist, Maintenance	18.94
23580 - Maintenance Trades Helper	14.99
23640 - Millwright	20.91
23700 - Office Appliance Repairer	18.81
23740 - Painter, Aircraft	17.65
23760 - Painter, Maintenance	17.65
23790 - Pipefitter, Maintenance	23.01
23800 - Plumber, Maintenance	20.30
23820 - Pneudraulic Systems Mechanic	19.45
23850 - Rigger	19.01
23870 - Scale Mechanic	18.14
23890 - Sheet-Metal Worker, Maintenance	19.03
23910 - Small Engine Mechanic	17.08
23930 - Telecommunication Mechanic I	19.01
23931 - Telecommunication Mechanic II	20.10
23950 - Telephone Lineman	19.01
23960 - Welder, Combination, Maintenance	19.01
23965 - Well Driller	20.10
23970 - Woodcraft Worker	19.45
23980 - Woodworker	16.42
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.83
24580 - Child Care Center Clerk	14.75
24600 - Chore Aid	9.29
24630 - Homemaker	14.58
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.72
25040 - Sewage Plant Operator	18.81
25070 - Stationary Engineer	20.72
25190 - Ventilation Equipment Tender	16.10
25210 - Water Treatment Plant Operator	18.64
27000 - Protective Service Occupations	
(not set) - Police Officer	23.19
27004 - Alarm Monitor	15.64
27006 - Corrections Officer	19.61
27010 - Court Security Officer	20.30
27040 - Detention Officer	19.61
27070 - Firefighter	20.30
27101 - Guard I	10.23
27102 - Guard II	16.38
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.66
28020 - Hatch Tender	17.66
28030 - Line Handler	17.66
28040 - Stevedore I	16.28
28050 - Stevedore II	17.68
29000 - Technical Occupations	
21150 - Graphic Artist	22.02
29010 - Air Traffic Control Specialist, Center (2)	30.02
29011 - Air Traffic Control Specialist, Station (2)	20.71
29012 - Air Traffic Control Specialist, Terminal (2)	22.80
29023 - Archeological Technician I	18.17
29024 - Archeological Technician II	20.34
29025 - Archeological Technician III	25.21
29030 - Cartographic Technician	27.34
29035 - Computer Based Training (CBT) Specialist/ Instructor	28.19
29040 - Civil Engineering Technician	23.77
29061 - Drafter I	13.48
29062 - Drafter II	16.03

29063 - Drafter III	17.97
29064 - Drafter IV	25.21
29081 - Engineering Technician I	14.81
29082 - Engineering Technician II	16.64
29083 - Engineering Technician III	21.68
29084 - Engineering Technician IV	26.39
29085 - Engineering Technician V	32.12
29086 - Engineering Technician VI	35.70
29090 - Environmental Technician	19.44
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	22.85
29210 - Laboratory Technician	20.21
29240 - Mathematical Technician	25.21
29361 - Paralegal/Legal Assistant I	16.81
29362 - Paralegal/Legal Assistant II	19.20
29363 - Paralegal/Legal Assistant III	21.04
29364 - Paralegal/Legal Assistant IV	22.96
29390 - Photooptics Technician	23.83
29480 - Technical Writer	26.20
29491 - Unexploded Ordnance (UXO) Technician I	19.08
29492 - Unexploded Ordnance (UXO) Technician II	23.09
29493 - Unexploded Ordnance (UXO) Technician III	27.67
29494 - Unexploded (UXO) Safety Escort	19.08
29495 - Unexploded (UXO) Sweep Personnel	19.08
29620 - Weather Observer, Senior (3)	19.68
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.70
29622 - Weather Observer, Upper Air	17.70
31000 - Transportations/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	17.42
31260 - Parking and Lot Attendant	9.58
31290 - Shuttle Bus Driver	14.71
31300 - Taxi Driver	10.92
31361 - Truckdriver, Light Truck	14.21
31362 - Truckdriver, Medium Truck	17.96
31363 - Truckdriver, Heavy Truck	18.10
31364 - Truckdriver, Tractor-Trailer	18.10
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.12
99030 - Cashier	9.69
99041 - Carnival Equipment Operator	10.53
99042 - Carnival Equipment Repairer	10.98
99043 - Carnival Worker	9.24
99050 - Desk Clerk	11.83
99095 - Embalmer	25.40
99300 - Lifeguard	10.54
99310 - Mortician	25.40
99350 - Park Attendant (Aide)	13.24
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.90
99500 - Recreation Specialist	16.83
99510 - Recycling Worker	12.59
99610 - Sales Clerk	10.54
99620 - School Crossing Guard (Crosswalk Attendant)	9.24
99630 - Sport Official	10.54
99658 - Survey Party Chief (Chief of Party)	17.35
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.77
99660 - Surveying Aide	10.30
99690 - Swimming Pool Operator	14.24
99720 - Vending Machine Attendant	13.14
99730 - Vending Machine Repairer	14.23
99740 - Vending Machine Repairer Helper	13.14

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day,

Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174) THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

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

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

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

** UNIFORM ALLOWANCE **

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

WAGE DETERMINATION NO: 94-2355 REV (17) AREA: NJ,TRENTON
 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

William W.Gross | Division of | Wage Determination No.: 1994-2355
 Director | Wage Determinations | Revision No.: 17
 | Date Of Last Revision: 06/05/2003

State: **New Jersey**
 Area: **New Jersey** County of Mercer

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.01
01012 - Accounting Clerk II	13.34
01013 - Accounting Clerk III	15.32

01014 - Accounting Clerk IV	17.35
01030 - Court Reporter	16.62
01050 - Dispatcher, Motor Vehicle	16.12
01060 - Document Preparation Clerk	12.91
01070 - Messenger (Courier)	10.32
01090 - Duplicating Machine Operator	12.91
01110 - Film/Tape Librarian	14.96
01115 - General Clerk I	9.05
01116 - General Clerk II	11.41
01117 - General Clerk III	12.54
01118 - General Clerk IV	15.15
01120 - Housing Referral Assistant	19.19
01131 - Key Entry Operator I	12.28
01132 - Key Entry Operator II	14.44
01191 - Order Clerk I	12.83
01192 - Order Clerk II	14.25
01261 - Personnel Assistant (Employment) I	13.83
01262 - Personnel Assistant (Employment) II	16.18
01263 - Personnel Assistant (Employment) III	16.62
01264 - Personnel Assistant (Employment) IV	19.36
01270 - Production Control Clerk	17.60
01290 - Rental Clerk	15.66
01300 - Scheduler, Maintenance	16.18
01311 - Secretary I	16.18
01312 - Secretary II	16.62
01313 - Secretary III	19.19
01314 - Secretary IV	19.98
01315 - Secretary V	23.87
01320 - Service Order Dispatcher	16.12
01341 - Stenographer I	16.13
01342 - Stenographer II	17.34
01400 - Supply Technician	19.98
01420 - Survey Worker (Interviewer)	14.10
01460 - Switchboard Operator-Receptionist	13.19
01510 - Test Examiner	16.62
01520 - Test Proctor	16.62
01531 - Travel Clerk I	11.90
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.32
01611 - Word Processor I	10.77
01612 - Word Processor II	13.18
01613 - Word Processor III	14.75
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.08
03041 - Computer Operator I	13.94
03042 - Computer Operator II	16.59
03043 - Computer Operator III	21.27
03044 - Computer Operator IV	23.69
03045 - Computer Operator V	26.18
03071 - Computer Programmer I (1)	24.11
03072 - Computer Programmer II (1)	24.16
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.05
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.91
05010 - Automotive Glass Installer	20.58
05040 - Automotive Worker	20.58
05070 - Electrician, Automotive	21.24
05100 - Mobile Equipment Servicer	19.12
05130 - Motor Equipment Metal Mechanic	21.90
05160 - Motor Equipment Metal Worker	20.58
05190 - Motor Vehicle Mechanic	21.90
05220 - Motor Vehicle Mechanic Helper	18.38
05250 - Motor Vehicle Upholstery Worker	20.58
05280 - Motor Vehicle Wrecker	20.58
05310 - Painter, Automotive	21.24

05340 - Radiator Repair Specialist	20.58
05370 - Tire Repairer	14.60
05400 - Transmission Repair Specialist	21.90
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	10.85
07010 - Baker	12.33
07041 - Cook I	11.77
07042 - Cook II	12.38
07070 - Dishwasher	9.86
07130 - Meat Cutter	15.24
07250 - Waiter/Waitress	10.26
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.91
09040 - Furniture Handler	14.53
09070 - Furniture Refinisher	18.47
09100 - Furniture Refinisher Helper	15.81
09110 - Furniture Repairer, Minor	17.13
09130 - Upholsterer	16.91
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.86
11060 - Elevator Operator	12.36
11090 - Gardener	14.83
11121 - House Keeping Aid I	12.47
11122 - House Keeping Aid II	12.98
11150 - Janitor	12.41
11210 - Laborer, Grounds Maintenance	12.59
11240 - Maid or Houseman	10.74
11270 - Pest Controller	14.43
11300 - Refuse Collector	11.94
11330 - Tractor Operator	13.84
11360 - Window Cleaner	12.86
12000 - Health Occupations	
12020 - Dental Assistant	14.36
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.52
12071 - Licensed Practical Nurse I	12.72
12072 - Licensed Practical Nurse II	14.28
12073 - Licensed Practical Nurse III	15.97
12100 - Medical Assistant	13.96
12130 - Medical Laboratory Technician	14.28
12160 - Medical Record Clerk	14.28
12190 - Medical Record Technician	16.02
12221 - Nursing Assistant I	8.10
12222 - Nursing Assistant II	9.11
12223 - Nursing Assistant III	10.46
12224 - Nursing Assistant IV	11.61
12250 - Pharmacy Technician	12.79
12280 - Phlebotomist	14.11
12311 - Registered Nurse I	17.99
12312 - Registered Nurse II	22.00
12313 - Registered Nurse II, Specialist	22.00
12314 - Registered Nurse III	26.62
12315 - Registered Nurse III, Anesthetist	26.62
12316 - Registered Nurse IV	31.90
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	23.29
13011 - Exhibits Specialist I	20.34
13012 - Exhibits Specialist II	26.38
13013 - Exhibits Specialist III	29.34
13041 - Illustrator I	19.41
13042 - Illustrator II	23.61
13043 - Illustrator III	28.88
13047 - Librarian	23.87
13050 - Library Technician	14.44
13071 - Photographer I	15.27
13072 - Photographer II	17.98
13073 - Photographer III	21.20
13074 - Photographer IV	25.93
13075 - Photographer V	28.28
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.86

15030 - Counter Attendant	7.86
15040 - Dry Cleaner	11.91
15070 - Finisher, Flatwork, Machine	7.86
15090 - Presser, Hand	7.86
15100 - Presser, Machine, Drycleaning	7.86
15130 - Presser, Machine, Shirts	7.86
15160 - Presser, Machine, Wearing Apparel, Laundry	7.86
15190 - Sewing Machine Operator	10.95
15220 - Tailor	11.71
15250 - Washer, Machine	8.72
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	19.45
19040 - Tool and Die Maker	22.16
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	18.41
21020 - Material Coordinator	18.04
21030 - Material Expediter	18.04
21040 - Material Handling Laborer	11.63
21050 - Order Filler	14.01
21071 - Forklift Operator	15.33
21080 - Production Line Worker (Food Processing)	15.03
21100 - Shipping/Receiving Clerk	12.89
21130 - Shipping Packer	13.34
21140 - Store Worker I	12.57
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.19
21210 - Tools and Parts Attendant	16.71
21400 - Warehouse Specialist	15.71
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.18
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft Quality Control Inspector	20.78
23060 - Aircraft Servicer	17.99
23070 - Aircraft Worker	18.70
23100 - Appliance Mechanic	18.47
23120 - Bicycle Repairer	14.60
23125 - Cable Splicer	21.01
23130 - Carpenter, Maintenance	22.21
23140 - Carpet Layer	17.80
23160 - Electrician, Maintenance	23.24
23181 - Electronics Technician, Maintenance I	16.38
23182 - Electronics Technician, Maintenance II	23.08
23183 - Electronics Technician, Maintenance III	24.51
23260 - Fabric Worker	18.39
23290 - Fire Alarm System Mechanic	20.51
23310 - Fire Extinguisher Repairer	17.72
23340 - Fuel Distribution System Mechanic	21.15
23370 - General Maintenance Worker	16.27
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.88
23430 - Heavy Equipment Mechanic	19.83
23440 - Heavy Equipment Operator	21.16
23460 - Instrument Mechanic	20.51
23470 - Laborer	12.72
23500 - Locksmith	16.91
23530 - Machinery Maintenance Mechanic	19.81
23550 - Machinist, Maintenance	19.40
23580 - Maintenance Trades Helper	14.53
23640 - Millwright	20.51
23700 - Office Appliance Repairer	19.84
23740 - Painter, Aircraft	18.81
23760 - Painter, Maintenance	19.45
23790 - Pipefitter, Maintenance	23.04
23800 - Plumber, Maintenance	19.50
23820 - Pneudraulic Systems Mechanic	20.51
23850 - Rigger	20.51
23870 - Scale Mechanic	19.13
23890 - Sheet-Metal Worker, Maintenance	20.51
23910 - Small Engine Mechanic	19.13
23930 - Telecommunication Mechanic I	20.51
23931 - Telecommunication Mechanic II	21.24
23950 - Telephone Lineman	20.51

23960 - Welder, Combination, Maintenance	17.49
23965 - Well Driller	20.51
23970 - Woodcraft Worker	20.51
23980 - Woodworker	17.72
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.71
24580 - Child Care Center Clerk	14.60
24600 - Chore Aid	10.30
24630 - Homemaker	16.23
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.11
25040 - Sewage Plant Operator	20.33
25070 - Stationary Engineer	22.12
25190 - Ventilation Equipment Tender	17.49
25210 - Water Treatment Plant Operator	20.33
27000 - Protective Service Occupations	
(not set) - Police Officer	25.95
27004 - Alarm Monitor	16.90
27006 - Corrections Officer	24.11
27010 - Court Security Officer	25.03
27040 - Detention Officer	24.11
27070 - Firefighter	23.99
27101 - Guard I	12.39
27102 - Guard II	14.37
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.83
28020 - Hatch Tender	16.83
28030 - Line Handler	16.83
28040 - Stevedore I	13.41
28050 - Stevedore II	14.53
29000 - Technical Occupations	
21150 - Graphic Artist	24.09
29010 - Air Traffic Control Specialist, Center (2)	30.86
29011 - Air Traffic Control Specialist, Station (2)	21.27
29012 - Air Traffic Control Specialist, Terminal (2)	23.44
29023 - Archeological Technician I	16.49
29024 - Archeological Technician II	18.54
29025 - Archeological Technician III	22.89
29030 - Cartographic Technician	22.85
29035 - Computer Based Training (CBT) Specialist/ Instructor	28.49
29040 - Civil Engineering Technician	21.85
29061 - Drafter I	13.55
29062 - Drafter II	16.48
29063 - Drafter III	19.41
29064 - Drafter IV	22.85
29081 - Engineering Technician I	14.87
29082 - Engineering Technician II	18.10
29083 - Engineering Technician III	21.36
29084 - Engineering Technician IV	25.13
29085 - Engineering Technician V	30.75
29086 - Engineering Technician VI	33.78
29090 - Environmental Technician	20.60
29100 - Flight Simulator/Instructor (Pilot)	29.31
29160 - Instructor	20.39
29210 - Laboratory Technician	18.76
29240 - Mathematical Technician	22.85
29361 - Paralegal/Legal Assistant I	15.11
29362 - Paralegal/Legal Assistant II	18.16
29363 - Paralegal/Legal Assistant III	22.20
29364 - Paralegal/Legal Assistant IV	26.87
29390 - Photooptics Technician	22.85
29480 - Technical Writer	23.08
29491 - Unexploded Ordnance (UXO) Technician I	19.61
29492 - Unexploded Ordnance (UXO) Technician II	23.73
29493 - Unexploded Ordnance (UXO) Technician III	28.44
29494 - Unexploded (UXO) Safety Escort	19.61
29495 - Unexploded (UXO) Sweep Personnel	16.91
29620 - Weather Observer, Senior (3)	22.62
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	20.31
29622 - Weather Observer, Upper Air (3)	20.31

31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	12.65
31260 - Parking and Lot Attendant	8.26
31290 - Shuttle Bus Driver	12.19
31300 - Taxi Driver	15.37
31361 - Truckdriver, Light Truck	12.19
31362 - Truckdriver, Medium Truck	12.65
31363 - Truckdriver, Heavy Truck	13.10
31364 - Truckdriver, Tractor-Trailer	18.47
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.81
99030 - Cashier	9.70
99041 - Carnival Equipment Operator	11.24
99042 - Carnival Equipment Repairer	11.74
99043 - Carnival Worker	9.86
99050 - Desk Clerk	11.71
99095 - Embalmer	20.92
99300 - Lifeguard	10.43
99310 - Mortician	19.61
99350 - Park Attendant (Aide)	13.10
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.27
99500 - Recreation Specialist	12.14
99510 - Recycling Worker	13.35
99610 - Sales Clerk	10.49
99620 - School Crossing Guard (Crosswalk Attendant)	13.72
99630 - Sport Official	10.43
99658 - Survey Party Chief (Chief of Party)	17.93
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.08
99660 - Surveying Aide	11.74
99690 - Swimming Pool Operator	13.76
99720 - Vending Machine Attendant	12.43
99730 - Vending Machine Repairer	13.78
99740 - Vending Machine Repairer Helper	12.32

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 25 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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, dying, 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 ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

performs any contract work.

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

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

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

6) The contractor informs the affected employees.

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

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

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WAGE DETERMINATION NO: 94-2097 REV (18) AREA: DE,WILMINGTON
 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
 |
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 | Wage Determination No.: 1994-2097
 William W.Gross Division of | Revision No.: 18
 Director Wage Determinations | Date Of Last Revision: 06/05/2003

States: **Delaware**, Maryland, New Jersey
 Area: **Delaware** Counties of Kent, New Castle
 Maryland Counties of Caroline, Cecil, Dorchester, Kent, Talbot
 New Jersey County of Salem

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.91
01012 - Accounting Clerk II	12.59
01013 - Accounting Clerk III	14.91
01014 - Accounting Clerk IV	16.32
01030 - Court Reporter	16.32
01050 - Dispatcher, Motor Vehicle	16.16
01060 - Document Preparation Clerk	12.59
01070 - Messenger (Courier)	10.78
01090 - Duplicating Machine Operator	12.59
01110 - Film/Tape Librarian	13.72
01115 - General Clerk I	9.54
01116 - General Clerk II	11.93
01117 - General Clerk III	12.51
01118 - General Clerk IV	14.96
01120 - Housing Referral Assistant	18.67
01131 - Key Entry Operator I	11.22
01132 - Key Entry Operator II	14.71
01191 - Order Clerk I	11.39
01192 - Order Clerk II	14.25
01261 - Personnel Assistant (Employment) I	12.59
01262 - Personnel Assistant (Employment) II	14.91
01263 - Personnel Assistant (Employment) III	16.32
01264 - Personnel Assistant (Employment) IV	17.43
01270 - Production Control Clerk	17.43
01290 - Rental Clerk	14.91
01300 - Scheduler, Maintenance	15.42

01311 - Secretary I	15.42
01312 - Secretary II	16.86
01313 - Secretary III	18.67
01314 - Secretary IV	19.63
01315 - Secretary V	22.16
01320 - Service Order Dispatcher	14.50
01341 - Stenographer I	16.28
01342 - Stenographer II	17.12
01400 - Supply Technician	19.63
01420 - Survey Worker (Interviewer)	12.84
01460 - Switchboard Operator-Receptionist	13.81
01510 - Test Examiner	16.86
01520 - Test Proctor	16.86
01531 - Travel Clerk I	10.47
01532 - Travel Clerk II	11.40
01533 - Travel Clerk III	12.32
01611 - Word Processor I	13.24
01612 - Word Processor II	14.79
01613 - Word Processor III	16.22
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	13.42
03041 - Computer Operator I	15.73
03042 - Computer Operator II	17.33
03043 - Computer Operator III	20.68
03044 - Computer Operator IV	22.05
03045 - Computer Operator V	24.99
03071 - Computer Programmer I (1)	19.34
03072 - Computer Programmer II (1)	22.51
03073 - Computer Programmer III (1)	26.95
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.98
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	16.46
05010 - Automotive Glass Installer	15.27
05040 - Automotive Worker	17.44
05070 - Electrician, Automotive	18.11
05100 - Mobile Equipment Servicer	16.06
05130 - Motor Equipment Metal Mechanic	18.80
05160 - Motor Equipment Metal Worker	17.44
05190 - Motor Vehicle Mechanic	18.81
05220 - Motor Vehicle Mechanic Helper	15.38
05250 - Motor Vehicle Upholstery Worker	16.74
05280 - Motor Vehicle Wrecker	17.44
05310 - Painter, Automotive	18.11
05340 - Radiator Repair Specialist	17.44
05370 - Tire Repairer	13.58
05400 - Transmission Repair Specialist	18.80
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	10.65
07010 - Baker	11.66
07041 - Cook I	11.14
07042 - Cook II	12.10
07070 - Dishwasher	8.93
07130 - Meat Cutter	16.23
07250 - Waiter/Waitress	9.39
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	19.04
09040 - Furniture Handler	15.27
09070 - Furniture Refinisher	19.04
09100 - Furniture Refinisher Helper	16.02
09110 - Furniture Repairer, Minor	17.53
09130 - Upholsterer	19.04
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.29
11060 - Elevator Operator	10.91
11090 - Gardener	12.72
11121 - House Keeping Aid I	9.75

11122 - House Keeping Aid II	10.75
11150 - Janitor	11.00
11210 - Laborer, Grounds Maintenance	12.21
11240 - Maid or Houseman	9.76
11270 - Pest Controller	12.58
11300 - Refuse Collector	11.17
11330 - Tractor Operator	12.63
11360 - Window Cleaner	11.71
12000 - Health Occupations	
12020 - Dental Assistant	12.48
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.62
12071 - Licensed Practical Nurse I	12.99
12072 - Licensed Practical Nurse II	13.95
12073 - Licensed Practical Nurse III	15.61
12100 - Medical Assistant	11.61
12130 - Medical Laboratory Technician	12.77
12160 - Medical Record Clerk	12.77
12190 - Medical Record Technician	15.28
12221 - Nursing Assistant I	9.36
12222 - Nursing Assistant II	10.29
12223 - Nursing Assistant III	11.00
12224 - Nursing Assistant IV	11.59
12250 - Pharmacy Technician	12.50
12280 - Phlebotomist	12.77
12311 - Registered Nurse I	19.33
12312 - Registered Nurse II	23.66
12313 - Registered Nurse II, Specialist	23.66
12314 - Registered Nurse III	28.60
12315 - Registered Nurse III, Anesthetist	28.60
12316 - Registered Nurse IV	34.30
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	21.54
13011 - Exhibits Specialist I	18.17
13012 - Exhibits Specialist II	23.95
13013 - Exhibits Specialist III	27.18
13041 - Illustrator I	18.17
13042 - Illustrator II	23.95
13043 - Illustrator III	27.18
13047 - Librarian	24.14
13050 - Library Technician	13.17
13071 - Photographer I	14.62
13072 - Photographer II	16.59
13073 - Photographer III	21.27
13074 - Photographer IV	24.17
13075 - Photographer V	30.51
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.23
15030 - Counter Attendant	7.23
15040 - Dry Cleaner	8.61
15070 - Finisher, Flatwork, Machine	7.23
15090 - Presser, Hand	7.23
15100 - Presser, Machine, Drycleaning	7.23
15130 - Presser, Machine, Shirts	7.23
15160 - Presser, Machine, Wearing Apparel, Laundry	7.23
15190 - Sewing Machine Operator	9.20
15220 - Tailor	9.82
15250 - Washer, Machine	7.80
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	20.94
19040 - Tool and Die Maker	24.29
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.50
21020 - Material Coordinator	19.08
21030 - Material Expediter	19.08
21040 - Material Handling Laborer	12.52
21050 - Order Filler	12.31
21071 - Forklift Operator	14.92
21080 - Production Line Worker (Food Processing)	16.11
21100 - Shipping/Receiving Clerk	13.78
21130 - Shipping Packer	14.22

21140 - Store Worker I	11.18
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.84
21210 - Tools and Parts Attendant	16.02
21400 - Warehouse Specialist	16.11
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.82
23040 - Aircraft Mechanic Helper	16.02
23050 - Aircraft Quality Control Inspector	21.90
23060 - Aircraft Servicer	17.53
23070 - Aircraft Worker	18.30
23100 - Appliance Mechanic	19.04
23120 - Bicycle Repairer	16.17
23125 - Cable Splicer	23.54
23130 - Carpenter, Maintenance	19.04
23140 - Carpet Layer	18.30
23160 - Electrician, Maintenance	22.32
23181 - Electronics Technician, Maintenance I	16.26
23182 - Electronics Technician, Maintenance II	25.26
23183 - Electronics Technician, Maintenance III	27.09
23260 - Fabric Worker	17.53
23290 - Fire Alarm System Mechanic	19.82
23310 - Fire Extinguisher Repairer	17.06
23340 - Fuel Distribution System Mechanic	21.80
23370 - General Maintenance Worker	18.30
23400 - Heating, Refrigeration and Air Conditioning Mechanic	22.68
23430 - Heavy Equipment Mechanic	19.82
23440 - Heavy Equipment Operator	19.82
23460 - Instrument Mechanic	20.69
23470 - Laborer	14.04
23500 - Locksmith	19.04
23530 - Machinery Maintenance Mechanic	22.33
23550 - Machinist, Maintenance	19.20
23580 - Maintenance Trades Helper	16.02
23640 - Millwright	23.94
23700 - Office Appliance Repairer	19.88
23740 - Painter, Aircraft	19.04
23760 - Painter, Maintenance	19.04
23790 - Pipefitter, Maintenance	24.74
23800 - Plumber, Maintenance	21.90
23820 - Pneudraulic Systems Mechanic	20.69
23850 - Rigger	20.69
23870 - Scale Mechanic	19.12
23890 - Sheet-Metal Worker, Maintenance	19.82
23910 - Small Engine Mechanic	18.30
23930 - Telecommunication Mechanic I	19.82
23931 - Telecommunication Mechanic II	20.54
23950 - Telephone Lineman	19.82
23960 - Welder, Combination, Maintenance	20.69
23965 - Well Driller	20.69
23970 - Woodcraft Worker	20.69
23980 - Woodworker	17.53
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.78
24580 - Child Care Center Clerk	14.69
24600 - Chore Aid	8.29
24630 - Homemaker	16.33
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	23.83
25040 - Sewage Plant Operator	20.94
25070 - Stationary Engineer	23.83
25190 - Ventilation Equipment Tender	16.02
25210 - Water Treatment Plant Operator	19.04
27000 - Protective Service Occupations	
(not set) - Police Officer	23.19
27004 - Alarm Monitor	14.60
27006 - Corrections Officer	19.61
27010 - Court Security Officer	20.30
27040 - Detention Officer	19.61
27070 - Firefighter	20.30
27101 - Guard I	10.23

27102 - Guard II	16.39
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.40
28020 - Hatch Tender	18.40
28030 - Line Handler	18.40
28040 - Stevedore I	17.63
28050 - Stevedore II	19.78
29000 - Technical Occupations	
21150 - Graphic Artist	21.28
29010 - Air Traffic Control Specialist, Center (2)	30.02
29011 - Air Traffic Control Specialist, Station (2)	20.71
29012 - Air Traffic Control Specialist, Terminal (2)	22.80
29023 - Archeological Technician I	15.73
29024 - Archeological Technician II	17.62
29025 - Archeological Technician III	21.79
29030 - Cartographic Technician	25.04
29035 - Computer Based Training (CBT) Specialist/ Instructor	28.19
29040 - Civil Engineering Technician	21.27
29061 - Drafter I	12.40
29062 - Drafter II	16.65
29063 - Drafter III	18.17
29064 - Drafter IV	26.19
29081 - Engineering Technician I	17.20
29082 - Engineering Technician II	19.30
29083 - Engineering Technician III	23.80
29084 - Engineering Technician IV	28.97
29085 - Engineering Technician V	35.25
29086 - Engineering Technician VI	37.66
29090 - Environmental Technician	21.07
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	21.28
29210 - Laboratory Technician	22.92
29240 - Mathematical Technician	24.66
29361 - Paralegal/Legal Assistant I	16.65
29362 - Paralegal/Legal Assistant II	21.84
29363 - Paralegal/Legal Assistant III	26.69
29364 - Paralegal/Legal Assistant IV	32.24
29390 - Photooptics Technician	20.37
29480 - Technical Writer	24.16
29491 - Unexploded Ordnance (UXO) Technician I	19.08
29492 - Unexploded Ordnance (UXO) Technician II	23.09
29493 - Unexploded Ordnance (UXO) Technician III	27.67
29494 - Unexploded (UXO) Safety Escort	19.08
29495 - Unexploded (UXO) Sweep Personnel	19.08
29620 - Weather Observer, Senior (3)	20.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.52
29622 - Weather Observer, Upper Air (3)	15.52
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.78
31260 - Parking and Lot Attendant	12.29
31290 - Shuttle Bus Driver	11.77
31300 - Taxi Driver	10.92
31361 - Truckdriver, Light Truck	15.42
31362 - Truckdriver, Medium Truck	17.42
31363 - Truckdriver, Heavy Truck	18.10
31364 - Truckdriver, Tractor-Trailer	18.10
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.01
99030 - Cashier	9.62
99041 - Carnival Equipment Operator	9.85
99042 - Carnival Equipment Repairer	10.73
99043 - Carnival Worker	8.83
99050 - Desk Clerk	11.78
99095 - Embalmer	19.55
99300 - Lifeguard	10.49
99310 - Mortician	23.66
99350 - Park Attendant (Aide)	13.24
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.49
99500 - Recreation Specialist	16.33
99510 - Recycling Worker	12.72

99610 - Sales Clerk	10.49
99620 - School Crossing Guard (Crosswalk Attendant)	9.49
99630 - Sport Official	10.49
99658 - Survey Party Chief (Chief of Party)	17.15
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.60
99660 - Surveying Aide	11.36
99690 - Swimming Pool Operator	12.87
99720 - Vending Machine Attendant	11.90
99730 - Vending Machine Repairer	12.87
99740 - Vending Machine Repairer Helper	11.90

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

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

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

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

OCCUPATION NOTES:

Window Cleaner: The rate for the Window Cleaner occupation does not apply to Salem County, New Jersey.

** UNIFORM ALLOWANCE **

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

WAGE DETERMINATION NO: 94-2247 REV (23) AREA: MD,BALTIMORE
 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

William W.Gross | Division of | Wage Determination No.: 1994-2247
 Director | Wage Determinations | Revision No.: 23
 | Date Of Last Revision: 06/03/2003

State: **Maryland**
 Area: **Maryland** Counties of Anne Arundel, Baltimore, Baltimore City, Carroll,
 Harford, Howard

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.77
01012 - Accounting Clerk II	12.59
01013 - Accounting Clerk III	13.70
01014 - Accounting Clerk IV	16.07
01030 - Court Reporter	16.43
01050 - Dispatcher, Motor Vehicle	15.71
01060 - Document Preparation Clerk	11.27
01070 - Messenger (Courier)	9.60
01090 - Duplicating Machine Operator	11.13
01110 - Film/Tape Librarian	11.69
01115 - General Clerk I	9.99
01116 - General Clerk II	12.21
01117 - General Clerk III	14.07
01118 - General Clerk IV	15.52
01120 - Housing Referral Assistant	18.41
01131 - Key Entry Operator I	10.92
01132 - Key Entry Operator II	12.25
01191 - Order Clerk I	13.05
01192 - Order Clerk II	14.50
01261 - Personnel Assistant (Employment) I	13.16
01262 - Personnel Assistant (Employment) II	14.75
01263 - Personnel Assistant (Employment) III	17.05
01264 - Personnel Assistant (Employment) IV	18.97
01270 - Production Control Clerk	16.95
01290 - Rental Clerk	14.19
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	15.26
01312 - Secretary II	16.56
01313 - Secretary III	18.41
01314 - Secretary IV	20.15
01315 - Secretary V	22.36
01320 - Service Order Dispatcher	14.06
01341 - Stenographer I	14.69
01342 - Stenographer II	16.46
01400 - Supply Technician	20.15
01420 - Survey Worker (Interviewer)	14.94
01460 - Switchboard Operator-Receptionist	10.65
01510 - Test Examiner	16.43
01520 - Test Proctor	16.43
01531 - Travel Clerk I	9.74
01532 - Travel Clerk II	10.63
01533 - Travel Clerk III	11.73
01611 - Word Processor I	11.93
01612 - Word Processor II	14.38
01613 - Word Processor III	15.92
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.80

03041 - Computer Operator I	14.30
03042 - Computer Operator II	15.82
03043 - Computer Operator III	18.73
03044 - Computer Operator IV	20.44
03045 - Computer Operator V	22.83
03071 - Computer Programmer I (1)	18.15
03072 - Computer Programmer II (1)	22.19
03073 - Computer Programmer III (1)	26.89
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.30
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.28
05010 - Automotive Glass Installer	15.64
05040 - Automotive Worker	15.64
05070 - Electrician, Automotive	16.82
05100 - Mobile Equipment Servicer	14.46
05130 - Motor Equipment Metal Mechanic	16.82
05160 - Motor Equipment Metal Worker	15.64
05190 - Motor Vehicle Mechanic	16.82
05220 - Motor Vehicle Mechanic Helper	13.86
05250 - Motor Vehicle Upholstery Worker	15.64
05280 - Motor Vehicle Wrecker	15.64
05310 - Painter, Automotive	16.18
05340 - Radiator Repair Specialist	15.64
05370 - Tire Repairer	13.77
05400 - Transmission Repair Specialist	16.82
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.84
07010 - Baker	11.44
07041 - Cook I	10.17
07042 - Cook II	11.03
07070 - Dishwasher	8.82
07130 - Meat Cutter	13.07
07250 - Waiter/Waitress	8.09
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.95
09040 - Furniture Handler	13.31
09070 - Furniture Refinisher	15.95
09100 - Furniture Refinisher Helper	13.66
09110 - Furniture Repairer, Minor	14.81
09130 - Upholsterer	15.95
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.97
11060 - Elevator Operator	9.23
11090 - Gardener	10.75
11121 - House Keeping Aid I	8.76
11122 - House Keeping Aid II	9.22
11150 - Janitor	9.22
11210 - Laborer, Grounds Maintenance	9.68
11240 - Maid or Houseman	8.76
11270 - Pest Controller	10.93
11300 - Refuse Collector	9.22
11330 - Tractor Operator	10.54
11360 - Window Cleaner	9.75
12000 - Health Occupations	
12020 - Dental Assistant	12.97
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.85
12071 - Licensed Practical Nurse I	14.85
12072 - Licensed Practical Nurse II	16.74
12073 - Licensed Practical Nurse III	18.38
12100 - Medical Assistant	12.11
12130 - Medical Laboratory Technician	13.89
12160 - Medical Record Clerk	12.76
12190 - Medical Record Technician	15.20
12221 - Nursing Assistant I	8.45
12222 - Nursing Assistant II	9.50
12223 - Nursing Assistant III	11.23

12224 - Nursing Assistant IV	12.61
12250 - Pharmacy Technician	12.45
12280 - Phlebotomist	11.51
12311 - Registered Nurse I	23.08
12312 - Registered Nurse II	26.05
12313 - Registered Nurse II, Specialist	26.05
12314 - Registered Nurse III	32.86
12315 - Registered Nurse III, Anesthetist	32.86
12316 - Registered Nurse IV	35.56
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.71
13011 - Exhibits Specialist I	17.60
13012 - Exhibits Specialist II	21.29
13013 - Exhibits Specialist III	22.85
13041 - Illustrator I	17.60
13042 - Illustrator II	21.29
13043 - Illustrator III	22.85
13047 - Librarian	21.62
13050 - Library Technician	14.06
13071 - Photographer I	12.88
13072 - Photographer II	16.00
13073 - Photographer III	19.35
13074 - Photographer IV	20.77
13075 - Photographer V	25.12
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.30
15030 - Counter Attendant	7.30
15040 - Dry Cleaner	9.73
15070 - Finisher, Flatwork, Machine	7.30
15090 - Presser, Hand	7.30
15100 - Presser, Machine, Drycleaning	7.30
15130 - Presser, Machine, Shirts	7.30
15160 - Presser, Machine, Wearing Apparel, Laundry	7.30
15190 - Sewing Machine Operator	10.56
15220 - Tailor	11.35
15250 - Washer, Machine	8.20
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.95
19040 - Tool and Die Maker	22.00
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.99
21020 - Material Coordinator	16.94
21030 - Material Expediter	16.94
21040 - Material Handling Laborer	12.72
21050 - Order Filler	11.90
21071 - Forklift Operator	14.73
21080 - Production Line Worker (Food Processing)	14.73
21100 - Shipping/Receiving Clerk	12.50
21130 - Shipping Packer	13.57
21140 - Store Worker I	12.13
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.77
21210 - Tools and Parts Attendant	16.51
21400 - Warehouse Specialist	15.11
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.92
23040 - Aircraft Mechanic Helper	17.14
23050 - Aircraft Quality Control Inspector	21.66
23060 - Aircraft Servicer	18.73
23070 - Aircraft Worker	19.50
23100 - Appliance Mechanic	18.03
23120 - Bicycle Repairer	13.77
23125 - Cable Splicer	22.99
23130 - Carpenter, Maintenance	17.40
23140 - Carpet Layer	16.96
23160 - Electrician, Maintenance	20.62
23181 - Electronics Technician, Maintenance I	16.60
23182 - Electronics Technician, Maintenance II	20.02
23183 - Electronics Technician, Maintenance III	20.76
23260 - Fabric Worker	16.29
23290 - Fire Alarm System Mechanic	19.43

23310	- Fire Extinguisher Repairer	15.91
23340	- Fuel Distribution System Mechanic	19.54
23370	- General Maintenance Worker	15.42
23400	- Heating, Refrigeration and Air Conditioning Mechanic	16.58
23430	- Heavy Equipment Mechanic	17.96
23440	- Heavy Equipment Operator	17.52
23460	- Instrument Mechanic	18.53
23470	- Laborer	11.79
23500	- Locksmith	17.09
23530	- Machinery Maintenance Mechanic	18.19
23550	- Machinist, Maintenance	16.58
23580	- Maintenance Trades Helper	13.66
23640	- Millwright	19.64
23700	- Office Appliance Repairer	17.86
23740	- Painter, Aircraft	18.16
23760	- Painter, Maintenance	17.02
23790	- Pipefitter, Maintenance	20.60
23800	- Plumber, Maintenance	18.52
23820	- Pneudraulic Systems Mechanic	18.53
23850	- Rigger	18.24
23870	- Scale Mechanic	17.21
23890	- Sheet-Metal Worker, Maintenance	16.58
23910	- Small Engine Mechanic	15.42
23930	- Telecommunication Mechanic I	15.42
23931	- Telecommunication Mechanic II	17.12
23950	- Telephone Lineman	16.58
23960	- Welder, Combination, Maintenance	16.58
23965	- Well Driller	17.01
23970	- Woodcraft Worker	18.53
23980	- Woodworker	14.98
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	8.69
24580	- Child Care Center Clerk	12.45
24600	- Chore Aid	8.61
24630	- Homemaker	11.77
25000	- Plant and System Operation Occupations	
25010	- Boiler Tender	20.04
25040	- Sewage Plant Operator	18.02
25070	- Stationary Engineer	20.04
25190	- Ventilation Equipment Tender	15.19
25210	- Water Treatment Plant Operator	17.27
27000	- Protective Service Occupations	
(not set)	- Police Officer	21.76
27004	- Alarm Monitor	14.25
27006	- Corrections Officer	17.03
27010	- Court Security Officer	19.46
27040	- Detention Officer	18.29
27070	- Firefighter	19.72
27101	- Guard I	10.46
27102	- Guard II	15.15
28000	- Stevedoring/Longshoremen Occupations	
28010	- Blocker and Bracer	17.21
28020	- Hatch Tender	17.21
28030	- Line Handler	17.21
28040	- Stevedore I	15.69
28050	- Stevedore II	16.90
29000	- Technical Occupations	
21150	- Graphic Artist	22.09
29010	- Air Traffic Control Specialist, Center (2)	29.85
29011	- Air Traffic Control Specialist, Station (2)	20.59
29012	- Air Traffic Control Specialist, Terminal (2)	22.67
29023	- Archeological Technician I	15.37
29024	- Archeological Technician II	18.33
29025	- Archeological Technician III	22.70
29030	- Cartographic Technician	22.13
29035	- Computer Based Training (CBT) Specialist/ Instructor	25.27
29040	- Civil Engineering Technician	21.29
29061	- Drafter I	12.35
29062	- Drafter II	15.10
29063	- Drafter III	18.76

29064 - Drafter IV	22.70
29081 - Engineering Technician I	17.05
29082 - Engineering Technician II	18.84
29083 - Engineering Technician III	21.16
29084 - Engineering Technician IV	25.53
29085 - Engineering Technician V	29.15
29086 - Engineering Technician VI	32.93
29090 - Environmental Technician	19.40
29100 - Flight Simulator/Instructor (Pilot)	27.45
29160 - Instructor	21.50
29210 - Laboratory Technician	17.23
29240 - Mathematical Technician	22.61
29361 - Paralegal/Legal Assistant I	17.60
29362 - Paralegal/Legal Assistant II	19.46
29363 - Paralegal/Legal Assistant III	23.79
29364 - Paralegal/Legal Assistant IV	28.77
29390 - Photooptics Technician	20.55
29480 - Technical Writer	25.26
29491 - Unexploded Ordnance (UXO) Technician I	18.97
29492 - Unexploded Ordnance (UXO) Technician II	22.96
29493 - Unexploded Ordnance (UXO) Technician III	27.51
29494 - Unexploded (UXO) Safety Escort	18.97
29495 - Unexploded (UXO) Sweep Personnel	18.97
29620 - Weather Observer, Senior (3)	21.07
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.95
29622 - Weather Observer, Upper Air (3)	18.95
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	10.80
31290 - Shuttle Bus Driver	14.12
31300 - Taxi Driver	10.05
31361 - Truckdriver, Light Truck	13.56
31362 - Truckdriver, Medium Truck	14.13
31363 - Truckdriver, Heavy Truck	16.76
31364 - Truckdriver, Tractor-Trailer	16.76
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.98
99030 - Cashier	7.92
99041 - Carnival Equipment Operator	8.33
99042 - Carnival Equipment Repairer	8.66
99043 - Carnival Worker	7.29
99050 - Desk Clerk	8.33
99095 - Embalmer	21.22
99300 - Lifeguard	8.91
99310 - Mortician	20.84
99350 - Park Attendant (Aide)	11.17
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.91
99500 - Recreation Specialist	14.42
99510 - Recycling Worker	10.54
99610 - Sales Clerk	8.91
99620 - School Crossing Guard (Crosswalk Attendant)	9.56
99630 - Sport Official	7.74
99658 - Survey Party Chief (Chief of Party)	14.97
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.45
99660 - Surveying Aide	8.15
99690 - Swimming Pool Operator	11.78
99720 - Vending Machine Attendant	10.47
99730 - Vending Machine Repairer	11.78
99740 - Vending Machine Repairer Helper	10.47

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A

contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174) THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.
 A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

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 - 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.
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WAGE DETERMINATION NO: 94-2545 REV (22) AREA: VA,RICHMOND
 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.: 1994-2545
 William W.Gross | Division of | Revision No.: 22
 Director | Wage Determinations | Date Of Last Revision: 07/22/2003

State: **Virginia**

Area: **Virginia** Counties of Albemarle, Amelia, Brunswick, Buckingham, Caroline, Charles City, Charlotte, Charlottesville, Chesterfield, Colonial Hghts, Cumberland, Dinwiddie, Essex, Fluvanna, Goochland, Greensville, Hanover, Henrico, Hopewell, King William, King and Queen, Lancaster, Louisa, Lunenburg, Mecklenburg, Middlesex, New Kent, Northumberland, Nottoway, Orange, Petersburg, Powhatan, Prince Edward, Prince George, Richmond, Sussex, Westmoreland

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.69
01012 - Accounting Clerk II	10.75
01013 - Accounting Clerk III	13.07
01014 - Accounting Clerk IV	16.33
01030 - Court Reporter	14.31
01050 - Dispatcher, Motor Vehicle	14.84
01060 - Document Preparation Clerk	12.16
01070 - Messenger (Courier)	10.41
01090 - Duplicating Machine Operator	12.16
01110 - Film/Tape Librarian	12.55
01115 - General Clerk I	8.77
01116 - General Clerk II	10.33
01117 - General Clerk III	12.96
01118 - General Clerk IV	17.12
01120 - Housing Referral Assistant	16.29
01131 - Key Entry Operator I	11.59
01132 - Key Entry Operator II	13.55
01191 - Order Clerk I	12.06
01192 - Order Clerk II	13.18
01261 - Personnel Assistant (Employment) I	10.79
01262 - Personnel Assistant (Employment) II	12.85
01263 - Personnel Assistant (Employment) III	14.95
01264 - Personnel Assistant (Employment) IV	17.29
01270 - Production Control Clerk	17.84
01290 - Rental Clerk	11.81
01300 - Scheduler, Maintenance	12.56
01311 - Secretary I	12.56
01312 - Secretary II	14.33
01313 - Secretary III	16.29
01314 - Secretary IV	19.19
01315 - Secretary V	23.11
01320 - Service Order Dispatcher	13.20
01341 - Stenographer I	10.31
01342 - Stenographer II	11.57
01400 - Supply Technician	19.19
01420 - Survey Worker (Interviewer)	13.59
01460 - Switchboard Operator-Receptionist	10.58
01510 - Test Examiner	14.33
01520 - Test Proctor	14.33
01531 - Travel Clerk I	10.09
01532 - Travel Clerk II	10.71
01533 - Travel Clerk III	11.40
01611 - Word Processor I	10.41
01612 - Word Processor II	12.54
01613 - Word Processor III	14.02
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.59
03041 - Computer Operator I	12.59
03042 - Computer Operator II	14.46
03043 - Computer Operator III	16.96
03044 - Computer Operator IV	18.86
03045 - Computer Operator V	20.87
03071 - Computer Programmer I (1)	16.44
03072 - Computer Programmer II (1)	19.01
03073 - Computer Programmer III (1)	22.93
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	26.16
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.64
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.26
05010 - Automotive Glass Installer	15.69
05040 - Automotive Worker	15.69
05070 - Electrician, Automotive	16.49
05100 - Mobile Equipment Servicer	14.12
05130 - Motor Equipment Metal Mechanic	17.26
05160 - Motor Equipment Metal Worker	15.69
05190 - Motor Vehicle Mechanic	17.99

05220 - Motor Vehicle Mechanic Helper	13.32
05250 - Motor Vehicle Upholstery Worker	14.90
05280 - Motor Vehicle Wrecker	15.69
05310 - Painter, Automotive	16.49
05340 - Radiator Repair Specialist	15.69
05370 - Tire Repairer	13.64
05400 - Transmission Repair Specialist	17.26
07000 - Food Preparation and Service Occupations (not set) - Food Service Worker	8.38
07010 - Baker	10.73
07041 - Cook I	9.52
07042 - Cook II	10.64
07070 - Dishwasher	7.17
07130 - Meat Cutter	12.98
07250 - Waiter/Waitress	7.03
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.89
09040 - Furniture Handler	13.26
09070 - Furniture Refinisher	18.89
09100 - Furniture Refinisher Helper	15.44
09110 - Furniture Repairer, Minor	17.02
09130 - Upholsterer	18.89
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.91
11060 - Elevator Operator	8.10
11090 - Gardener	11.36
11121 - House Keeping Aid I	7.24
11122 - House Keeping Aid II	7.85
11150 - Janitor	8.91
11210 - Laborer, Grounds Maintenance	9.37
11240 - Maid or Houseman	7.31
11270 - Pest Controller	12.31
11300 - Refuse Collector	8.91
11330 - Tractor Operator	10.69
11360 - Window Cleaner	9.58
12000 - Health Occupations	
12020 - Dental Assistant	12.66
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.67
12071 - Licensed Practical Nurse I	12.58
12072 - Licensed Practical Nurse II	14.12
12073 - Licensed Practical Nurse III	15.79
12100 - Medical Assistant	10.90
12130 - Medical Laboratory Technician	13.20
12160 - Medical Record Clerk	11.33
12190 - Medical Record Technician	13.65
12221 - Nursing Assistant I	8.63
12222 - Nursing Assistant II	9.71
12223 - Nursing Assistant III	10.59
12224 - Nursing Assistant IV	11.89
12250 - Pharmacy Technician	12.28
12280 - Phlebotomist	12.49
12311 - Registered Nurse I	18.32
12312 - Registered Nurse II	21.98
12313 - Registered Nurse II, Specialist	21.98
12314 - Registered Nurse III	26.61
12315 - Registered Nurse III, Anesthetist	26.61
12316 - Registered Nurse IV	31.89
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.58
13011 - Exhibits Specialist I	17.50
13012 - Exhibits Specialist II	21.67
13013 - Exhibits Specialist III	26.50
13041 - Illustrator I	16.13
13042 - Illustrator II	19.98
13043 - Illustrator III	24.42
13047 - Librarian	23.49
13050 - Library Technician	14.63
13071 - Photographer I	13.61
13072 - Photographer II	15.92
13073 - Photographer III	19.73

13074 - Photographer IV	24.11
13075 - Photographer V	29.19
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.24
15030 - Counter Attendant	7.48
15040 - Dry Cleaner	9.37
15070 - Finisher, Flatwork, Machine	7.48
15090 - Presser, Hand	7.48
15100 - Presser, Machine, Drycleaning	7.48
15130 - Presser, Machine, Shirts	7.48
15160 - Presser, Machine, Wearing Apparel, Laundry	7.48
15190 - Sewing Machine Operator	10.14
15220 - Tailor	11.29
15250 - Washer, Machine	8.08
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.89
19040 - Tool and Die Maker	22.63
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.08
21020 - Material Coordinator	17.84
21030 - Material Expediter	17.84
21040 - Material Handling Laborer	13.29
21050 - Order Filler	12.09
21071 - Forklift Operator	14.07
21080 - Production Line Worker (Food Processing)	14.35
21100 - Shipping/Receiving Clerk	11.33
21130 - Shipping Packer	11.43
21140 - Store Worker I	9.70
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.40
21210 - Tools and Parts Attendant	13.32
21400 - Warehouse Specialist	14.35
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.82
23040 - Aircraft Mechanic Helper	15.44
23050 - Aircraft Quality Control Inspector	20.72
23060 - Aircraft Servicer	17.02
23070 - Aircraft Worker	17.94
23100 - Appliance Mechanic	18.89
23120 - Bicycle Repairer	15.54
23125 - Cable Splicer	21.80
23130 - Carpenter, Maintenance	18.89
23140 - Carpet Layer	17.94
23160 - Electrician, Maintenance	24.34
23181 - Electronics Technician, Maintenance I	17.53
23182 - Electronics Technician, Maintenance II	20.96
23183 - Electronics Technician, Maintenance III	22.10
23260 - Fabric Worker	17.02
23290 - Fire Alarm System Mechanic	19.82
23310 - Fire Extinguisher Repairer	16.08
23340 - Fuel Distribution System Mechanic	19.82
23370 - General Maintenance Worker	17.94
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.82
23430 - Heavy Equipment Mechanic	19.82
23440 - Heavy Equipment Operator	18.35
23460 - Instrument Mechanic	19.82
23470 - Laborer	8.91
23500 - Locksmith	18.89
23530 - Machinery Maintenance Mechanic	21.34
23550 - Machinist, Maintenance	19.82
23580 - Maintenance Trades Helper	15.44
23640 - Millwright	20.97
23700 - Office Appliance Repairer	18.89
23740 - Painter, Aircraft	18.89
23760 - Painter, Maintenance	18.89
23790 - Pipefitter, Maintenance	20.89
23800 - Plumber, Maintenance	18.89
23820 - Pneudraulic Systems Mechanic	19.82
23850 - Rigger	19.82
23870 - Scale Mechanic	17.94
23890 - Sheet-Metal Worker, Maintenance	19.82

23910 - Small Engine Mechanic	17.94
23930 - Telecommunication Mechanic I	19.82
23931 - Telecommunication Mechanic II	20.72
23950 - Telephone Lineman	19.82
23960 - Welder, Combination, Maintenance	19.82
23965 - Well Driller	19.82
23970 - Woodcraft Worker	19.82
23980 - Woodworker	16.08
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.74
24580 - Child Care Center Clerk	12.15
24600 - Chore Aid	7.20
24630 - Homemaker	14.76
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.70
25040 - Sewage Plant Operator	18.89
25070 - Stationary Engineer	19.82
25190 - Ventilation Equipment Tender	15.44
25210 - Water Treatment Plant Operator	18.89
27000 - Protective Service Occupations	
(not set) - Police Officer	17.99
27004 - Alarm Monitor	12.43
27006 - Corrections Officer	15.66
27010 - Court Security Officer	16.20
27040 - Detention Officer	15.66
27070 - Firefighter	16.63
27101 - Guard I	9.61
27102 - Guard II	10.74
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.07
28020 - Hatch Tender	17.07
28030 - Line Handler	17.07
28040 - Stevedore I	16.06
28050 - Stevedore II	17.94
29000 - Technical Occupations	
21150 - Graphic Artist	22.56
29010 - Air Traffic Control Specialist, Center (2)	29.65
29011 - Air Traffic Control Specialist, Station (2)	20.45
29012 - Air Traffic Control Specialist, Terminal (2)	22.53
29023 - Archeological Technician I	16.03
29024 - Archeological Technician II	18.04
29025 - Archeological Technician III	22.25
29030 - Cartographic Technician	23.00
29035 - Computer Based Training (CBT) Specialist/ Instructor	26.46
29040 - Civil Engineering Technician	18.16
29061 - Drafter I	13.47
29062 - Drafter II	15.36
29063 - Drafter III	17.97
29064 - Drafter IV	22.25
29081 - Engineering Technician I	16.30
29082 - Engineering Technician II	18.31
29083 - Engineering Technician III	20.47
29084 - Engineering Technician IV	25.84
29085 - Engineering Technician V	31.60
29086 - Engineering Technician VI	38.23
29090 - Environmental Technician	17.10
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	21.07
29210 - Laboratory Technician	18.10
29240 - Mathematical Technician	23.00
29361 - Paralegal/Legal Assistant I	15.17
29362 - Paralegal/Legal Assistant II	19.67
29363 - Paralegal/Legal Assistant III	24.06
29364 - Paralegal/Legal Assistant IV	29.12
29390 - Photooptics Technician	23.00
29480 - Technical Writer	23.19
29491 - Unexploded Ordnance (UXO) Technician I	18.85
29492 - Unexploded Ordnance (UXO) Technician II	22.81
29493 - Unexploded Ordnance (UXO) Technician III	27.33
29494 - Unexploded (UXO) Safety Escort	18.85

29495 - Unexploded (UXO) Sweep Personnel	18.85
29620 - Weather Observer, Senior (3)	20.35
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.32
29622 - Weather Observer, Upper Air (3)	18.32
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	14.82
31260 - Parking and Lot Attendant	6.79
31290 - Shuttle Bus Driver	10.47
31300 - Taxi Driver	10.44
31361 - Truckdriver, Light Truck	10.47
31362 - Truckdriver, Medium Truck	16.37
31363 - Truckdriver, Heavy Truck	17.56
31364 - Truckdriver, Tractor-Trailer	17.56
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.66
99030 - Cashier	7.96
99041 - Carnival Equipment Operator	8.65
99042 - Carnival Equipment Repairer	9.19
99043 - Carnival Worker	7.04
99050 - Desk Clerk	9.74
99095 - Embalmer	18.36
99300 - Lifeguard	9.90
99310 - Mortician	20.20
99350 - Park Attendant (Aide)	12.44
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.33
99500 - Recreation Specialist	13.50
99510 - Recycling Worker	10.93
99610 - Sales Clerk	9.61
99620 - School Crossing Guard (Crosswalk Attendant)	8.78
99630 - Sport Official	9.90
99658 - Survey Party Chief (Chief of Party)	17.69
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.86
99660 - Surveying Aide	11.58
99690 - Swimming Pool Operator	10.92
99720 - Vending Machine Attendant	9.20
99730 - Vending Machine Repairer	10.92
99740 - Vending Machine Repairer Helper	9.20

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; 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 contractor 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, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

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

**** UNIFORM ALLOWANCE ****

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

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

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

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

6) The contractor informs the affected employees.

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

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

WAGE DETERMINATION NO: 94-2573 REV (20) AREA: WV, STATEWIDE
 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.: 1994-2573
 William W.Gross Division of | Revision No.: 20
 Director Wage Determinations | Date Of Last Revision: 05/30/2003

States: Kentucky, Ohio, **West Virginia**
 Area: Kentucky Counties of Boyd, Carter, Elliott, Floyd, Greenup, Johnson, Lawrence, Lewis, Magoffin, Martin, Pike
 Ohio Counties of Monroe, Morgan, Noble, Washington
West Virginia - All Counties except : Berkeley, Jefferson
 Note: **West Virginia** include all counties except Berkeley and Jefferson counties.

Fringe Benefits Required Follow the Occupational Listing	
OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	8.21
01012 - Accounting Clerk II	10.37
01013 - Accounting Clerk III	18.04
01014 - Accounting Clerk IV	20.19
01030 - Court Reporter	16.96
01050 - Dispatcher, Motor Vehicle	14.02
01060 - Document Preparation Clerk	11.14
01070 - Messenger (Courier)	7.53
01090 - Duplicating Machine Operator	11.19
01110 - Film/Tape Librarian	11.99
01115 - General Clerk I	8.54
01116 - General Clerk II	9.60
01117 - General Clerk III	12.02
01118 - General Clerk IV	13.50
01120 - Housing Referral Assistant	14.85
01131 - Key Entry Operator I	8.28
01132 - Key Entry Operator II	12.18
01191 - Order Clerk I	7.94
01192 - Order Clerk II	9.53
01261 - Personnel Assistant (Employment) I	10.98
01262 - Personnel Assistant (Employment) II	12.32
01263 - Personnel Assistant (Employment) III	15.43

01264 - Personnel Assistant (Employment) IV	17.34
01270 - Production Control Clerk	15.63
01290 - Rental Clerk	11.99
01300 - Scheduler, Maintenance	11.99
01311 - Secretary I	11.99
01312 - Secretary II	13.41
01313 - Secretary III	14.63
01314 - Secretary IV	16.51
01315 - Secretary V	18.29
01320 - Service Order Dispatcher	13.19
01341 - Stenographer I	13.51
01342 - Stenographer II	15.17
01400 - Supply Technician	16.32
01420 - Survey Worker (Interviewer)	13.41
01460 - Switchboard Operator-Receptionist	7.71
01510 - Test Examiner	13.41
01520 - Test Proctor	13.41
01531 - Travel Clerk I	9.86
01532 - Travel Clerk II	10.98
01533 - Travel Clerk III	11.72
01611 - Word Processor I	10.61
01612 - Word Processor II	11.91
01613 - Word Processor III	13.32
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	9.20
03041 - Computer Operator I	10.32
03042 - Computer Operator II	11.57
03043 - Computer Operator III	12.87
03044 - Computer Operator IV	14.30
03045 - Computer Operator V	15.84
03071 - Computer Programmer I (1)	14.22
03072 - Computer Programmer II (1)	17.60
03073 - Computer Programmer III (1)	21.49
03074 - Computer Programmer IV (1)	26.05
03101 - Computer Systems Analyst I (1)	20.39
03102 - Computer Systems Analyst II (1)	24.66
03103 - Computer Systems Analyst III (1)	26.66
03160 - Peripheral Equipment Operator	10.69
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	15.24
05010 - Automotive Glass Installer	14.02
05040 - Automotive Worker	14.02
05070 - Electrician, Automotive	14.52
05100 - Mobile Equipment Servicer	12.99
05130 - Motor Equipment Metal Mechanic	15.03
05160 - Motor Equipment Metal Worker	14.02
05190 - Motor Vehicle Mechanic	15.03
05220 - Motor Vehicle Mechanic Helper	12.44
05250 - Motor Vehicle Upholstery Worker	13.53
05280 - Motor Vehicle Wrecker	14.02
05310 - Painter, Automotive	14.52
05340 - Radiator Repair Specialist	14.02
05370 - Tire Repairer	12.55
05400 - Transmission Repair Specialist	15.04
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.16
07010 - Baker	9.39
07041 - Cook I	8.68
07042 - Cook II	9.39
07070 - Dishwasher	7.16
07130 - Meat Cutter	10.41
07250 - Waiter/Waitress	7.65
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	14.72
09040 - Furniture Handler	11.58
09070 - Furniture Refinisher	14.72
09100 - Furniture Refinisher Helper	12.62
09110 - Furniture Repairer, Minor	13.71
09130 - Upholsterer	14.72
11030 - General Services and Support Occupations	

11030 - Cleaner, Vehicles	7.38
11060 - Elevator Operator	7.99
11090 - Gardener	8.75
11121 - House Keeping Aid I	6.66
11122 - House Keeping Aid II	7.16
11150 - Janitor	8.01
11210 - Laborer, Grounds Maintenance	7.71
11240 - Maid or Houseman	6.66
11270 - Pest Controller	10.42
11300 - Refuse Collector	8.43
11330 - Tractor Operator	8.82
11360 - Window Cleaner	8.54
12000 - Health Occupations	
12020 - Dental Assistant	10.93
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
12071 - Licensed Practical Nurse I	10.38
12072 - Licensed Practical Nurse II	11.64
12073 - Licensed Practical Nurse III	13.02
12100 - Medical Assistant	9.77
12130 - Medical Laboratory Technician	12.23
12160 - Medical Record Clerk	10.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.42
12222 - Nursing Assistant II	8.30
12223 - Nursing Assistant III	9.06
12224 - Nursing Assistant IV	10.17
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.90
12311 - Registered Nurse I	15.34
12312 - Registered Nurse II	18.80
12313 - Registered Nurse II, Specialist	18.80
12314 - Registered Nurse III	22.71
12315 - Registered Nurse III, Anesthetist	22.71
12316 - Registered Nurse IV	27.21
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.16
13011 - Exhibits Specialist I	12.91
13012 - Exhibits Specialist II	15.99
13013 - Exhibits Specialist III	19.56
13041 - Illustrator I	12.91
13042 - Illustrator II	15.99
13043 - Illustrator III	19.56
13047 - Librarian	18.29
13050 - Library Technician	13.41
13071 - Photographer I	12.30
13072 - Photographer II	13.71
13073 - Photographer III	16.98
13074 - Photographer IV	20.76
13075 - Photographer V	25.11
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.06
15030 - Counter Attendant	7.06
15040 - Dry Cleaner	9.08
15070 - Finisher, Flatwork, Machine	7.06
15090 - Presser, Hand	7.06
15100 - Presser, Machine, Drycleaning	7.06
15130 - Presser, Machine, Shirts	7.06
15160 - Presser, Machine, Wearing Apparel, Laundry	7.06
15190 - Sewing Machine Operator	9.74
15220 - Tailor	10.35
15250 - Washer, Machine	7.69
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	14.72
19040 - Tool and Die Maker	15.27
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.50
21020 - Material Coordinator	15.22
21030 - Material Expediter	15.22
21040 - Material Handling Laborer	8.18
21050 - Order Filler	10.71

21071 - Forklift Operator	12.34
21080 - Production Line Worker (Food Processing)	12.21
21100 - Shipping/Receiving Clerk	9.89
21130 - Shipping Packer	10.42
21140 - Store Worker I	10.15
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.55
21210 - Tools and Parts Attendant	12.21
21400 - Warehouse Specialist	12.21
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	17.02
23040 - Aircraft Mechanic Helper	14.01
23050 - Aircraft Quality Control Inspector	17.50
23060 - Aircraft Servicer	15.22
23070 - Aircraft Worker	15.77
23100 - Appliance Mechanic	14.72
23120 - Bicycle Repairer	12.72
23125 - Cable Splicer	19.28
23130 - Carpenter, Maintenance	14.93
23140 - Carpet Layer	14.21
23160 - Electrician, Maintenance	17.42
23181 - Electronics Technician, Maintenance I	11.37
23182 - Electronics Technician, Maintenance II	19.27
23183 - Electronics Technician, Maintenance III	20.03
23260 - Fabric Worker	13.71
23290 - Fire Alarm System Mechanic	17.53
23310 - Fire Extinguisher Repairer	15.15
23340 - Fuel Distribution System Mechanic	19.03
23370 - General Maintenance Worker	14.21
23400 - Heating, Refrigeration and Air Conditioning Mechanic	15.44
23430 - Heavy Equipment Mechanic	17.42
23440 - Heavy Equipment Operator	13.64
23460 - Instrument Mechanic	17.53
23470 - Laborer	7.26
23500 - Locksmith	14.72
23530 - Machinery Maintenance Mechanic	17.53
23550 - Machinist, Maintenance	15.24
23580 - Maintenance Trades Helper	12.62
23640 - Millwright	16.70
23700 - Office Appliance Repairer	15.64
23740 - Painter, Aircraft	14.72
23760 - Painter, Maintenance	14.72
23790 - Pipefitter, Maintenance	17.53
23800 - Plumber, Maintenance	16.93
23820 - Pneudraulic Systems Mechanic	17.53
23850 - Rigger	16.24
23870 - Scale Mechanic	16.34
23890 - Sheet-Metal Worker, Maintenance	17.95
23910 - Small Engine Mechanic	14.20
23930 - Telecommunication Mechanic I	15.24
23931 - Telecommunication Mechanic II	15.77
23950 - Telephone Lineman	16.24
23960 - Welder, Combination, Maintenance	15.24
23965 - Well Driller	17.53
23970 - Woodcraft Worker	16.24
23980 - Woodworker	14.72
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	6.88
24580 - Child Care Center Clerk	8.59
24600 - Chore Aid	6.66
24630 - Homemaker	9.13
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.70
25040 - Sewage Plant Operator	15.32
25070 - Stationary Engineer	17.70
25190 - Ventilation Equipment Tender	12.62
25210 - Water Treatment Plant Operator	14.72
27000 - Protective Service Occupations	
(not set) - Police Officer	16.15
27004 - Alarm Monitor	8.20
27006 - Corrections Officer	12.03

27010 - Court Security Officer	13.78
27040 - Detention Officer	12.92
27070 - Firefighter	13.49
27101 - Guard I	7.81
27102 - Guard II	8.74
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	14.69
28020 - Hatch Tender	14.64
28030 - Line Handler	14.64
28040 - Stevedore I	13.25
28050 - Stevedore II	14.31
29000 - Technical Occupations	
21150 - Graphic Artist	16.46
29010 - Air Traffic Control Specialist, Center (2)	28.21
29011 - Air Traffic Control Specialist, Station (2)	19.46
29012 - Air Traffic Control Specialist, Terminal (2)	21.43
29023 - Archeological Technician I	16.07
29024 - Archeological Technician II	17.96
29025 - Archeological Technician III	22.26
29030 - Cartographic Technician	19.75
29035 - Computer Based Training (CBT) Specialist/ Instructor	18.46
29040 - Civil Engineering Technician	17.60
29061 - Drafter I	11.32
29062 - Drafter II	16.78
29063 - Drafter III	20.47
29064 - Drafter IV	22.26
29081 - Engineering Technician I	14.25
29082 - Engineering Technician II	15.99
29083 - Engineering Technician III	19.55
29084 - Engineering Technician IV	23.78
29085 - Engineering Technician V	29.63
29086 - Engineering Technician VI	35.53
29090 - Environmental Technician	14.30
29100 - Flight Simulator/Instructor (Pilot)	21.89
29160 - Instructor	17.56
29210 - Laboratory Technician	12.63
29240 - Mathematical Technician	21.43
29361 - Paralegal/Legal Assistant I	14.63
29362 - Paralegal/Legal Assistant II	16.51
29363 - Paralegal/Legal Assistant III	20.19
29364 - Paralegal/Legal Assistant IV	24.44
29390 - Photooptics Technician	22.92
29480 - Technical Writer	19.23
29491 - Unexploded Ordnance (UXO) Technician I	17.93
29492 - Unexploded Ordnance (UXO) Technician II	21.70
29493 - Unexploded Ordnance (UXO) Technician III	26.01
29494 - Unexploded (UXO) Safety Escort	17.93
29495 - Unexploded (UXO) Sweep Personnel	17.93
29620 - Weather Observer, Senior (3)	16.12
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.52
29622 - Weather Observer, Upper Air (3)	14.52
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	10.66
31260 - Parking and Lot Attendant	6.91
31290 - Shuttle Bus Driver	10.51
31300 - Taxi Driver	8.48
31361 - Truckdriver, Light Truck	10.15
31362 - Truckdriver, Medium Truck	12.19
31363 - Truckdriver, Heavy Truck	13.53
31364 - Truckdriver, Tractor-Trailer	13.53
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	7.97
99030 - Cashier	6.80
99041 - Carnival Equipment Operator	8.75
99042 - Carnival Equipment Repairer	9.16
99043 - Carnival Worker	7.16
99050 - Desk Clerk	6.58
99095 - Embalmer	17.93
99300 - Lifeguard	9.33
99310 - Mortician	18.23

99350 - Park Attendant (Aide)	9.33
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.30
99500 - Recreation Specialist	9.13
99510 - Recycling Worker	9.81
99610 - Sales Clerk	7.43
99620 - School Crossing Guard (Crosswalk Attendant)	7.96
99630 - Sport Official	6.46
99658 - Survey Party Chief (Chief of Party)	10.99
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	9.33
99660 - Surveying Aide	6.80
99690 - Swimming Pool Operator	10.42
99720 - Vending Machine Attendant	9.24
99730 - Vending Machine Repairer	10.41
99740 - Vending Machine Repairer Helper	9.24

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

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

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

J-5 SMALL, VETERAN-OWNED SMALL, SERVICE-DISABLED VETERAN-OWNED SMALL, HUBZONE
SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING
PLAN

DATE: _____

CONTRACTOR: _____
ADDRESS: _____
SOLICITATION OR CONTRACT NUMBER: _____
ITEM/SERVICE: _____

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 as implemented by OFPP Policy Letter 80-2. NOTE: To assist you in preparing your subcontracting plan, the U.S. Army Corps of Engineers considers the following goals reasonable and achievable for fiscal year 2004:

- (a) Small Business: 57.2% of total planned subcontracting dollars
- (b) Small Disadvantaged Businesses (SDB), including Historically Black Colleges and Universities or Minority Institutions: 10% of total planned subcontracting dollars*
- (c) Women-owned small businesses (WOSB), 10% of total planned subcontracting dollars*
- (d) Hubzone Small Business (HubSB), 3.0% of total planned subcontracting dollars *
- (e) Service-Disabled Veteran-Owned 3.0% of total planned subcontracting dollars *

*small business concerns owned and controlled by.

1. (a) The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the contract cited above or to the contract awarded under the solicitation cited.

(i) Small Business Concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns.

(ii) Service-Disabled Veteran-Owned Small Business Concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are service-disabled veteran-owned small business concerns.

(iii) HUBZone Small Business Concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns located in a historically underutilized business zone which is an area located within one or more qualified census tracts, qualified nonmetropolitan counties, or lands within the external boundaries of an Indian reservation and appear on the List of Qualified HUBZone Small Business Concerns maintained by the SBA. (<http://www.sba.gov/hubzone/>).

(iv) Small Disadvantaged Business Concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are small concerns owned and controlled by socially and economically disadvantaged individuals. This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(v) Women-Owned Small Business Concerns: _____% of total planned subcontracting dollars under this contract will go to subcontractors who are women-owned small business concerns. This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(b) The following dollar values correspond to the percentage goals shown in (a) above.

(i) Total dollars planned to be subcontracted to small business concerns:
\$ _____.

(ii) Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns:
\$ _____.

(iii) Total dollars planned to be subcontracted to HUBZone small business concerns:
\$ _____.

(iv) Total dollars planned to be subcontracted to small disadvantaged business concerns: \$ _____ -
_____. This dollar amount is included in the amount shown under 1.(b)(i) above, as a subset.

(v) Total dollars planned to be subcontracted to women-owned small business concerns:
\$ _____. This dollar amount is included in the amount shown under 1.(b)(i) above, as a subset.

(c) The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is \$ _____.

(d) The following principal products and/or services will be subcontracted under this contract, and the distribution among small, service-disabled veteran-owned small, HUBZone small business, small disadvantaged, and women-owned small business concerns is as follows:

(Products/services planned to be subcontracted to small business concerns are identified by *, service disabled veteran-owned small business concerns by **, HUBZone small business concerns by ***, small disadvantaged business concerns by **** and women-owned small business concerns by *****)

(Attachment may be used if additional space is required)

(e) The following method was used in developing subcontract goals (i.e., statement explaining how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concerns were determined, and how small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concerns capabilities were determined, to include identification of source lists utilized in making those determination).

(f) Indirect and over head costs [_____] have [_____] have not been included in the goals specified in 1(a) and 1(b).

(g) If “have” is checked, explain the method used in determining the proportionate share of indirect and overhead cost to be allocated as subcontracts to small business concerns, service-disabled veteran-owned small, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

2. The following individual will administer the subcontracting program:

Name: _____
Address & Telephone: _____
Telephone: _____

This individual’s specific duties, as they relate to the firm’s subcontracting program are as follows:

General overall responsibility for this company’s Small Business Program, the development, preparation and execution of individual subcontracting plans and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including but not limited to:

- (a) Developing and maintaining bidders lists of small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concerns from all possible sources.
- (b) Ensuring that procurement packages are structured to permit small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned business concerns to participate to the maximum extent possible.
- (c) Assuring inclusion of small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned business concerns in all solicitations for products or services which they are capable of providing.
- (d) Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned business participation.
- (e) Ensuring periodic rotation of potential subcontractors on bidders lists.
- (f) Ensuring that the bid proposal review board documents its reasons for rejecting low bids submitted by small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned business concerns.
- (g) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- (h) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- (i) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of P.O. 95-507.
- (j) Monitoring attainment of proposed goals.

- (k) Preparing and submitting periodic subcontracting reports required.
- (l) Coordinating contractor's activities during the conduct of compliance reviews by Federal Agencies.
- (m) Coordinating the conduct of contractor's activities involving its small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned business subcontracting program.

(n) Additions to (or deletions from) the duties specified above are as follows:

3. The following efforts will be taken to assure that small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned business concerns will have an equitable opportunity to compete for subcontracts:

(a) Outreach efforts will be made as follows:

- (i) Contacts with minority and small business trade associations
- (ii) Contacts with business development organizations
- (iii) Attendance at small and minority business procurement conferences
- (iv) Sources will be requested from SBA's PASS system.

(b) The following internal efforts will be made to guide and encourage buyers:

- (i) Workshops, seminars and training programs will be conducted
- (ii) Activities will be monitored to evaluate compliance with this subcontracting plan.

(c) Small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned business concern source lists, guides and other data identifying small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned business concerns will be maintained and utilized by buyers in soliciting subcontracts.

(d) Additions to (or deletions from) the above listed efforts are as follows:

4. The bidder (contractor) agrees that the clause entitled Utilization of Small Business Concerns (FAR 52.219-8) will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors except small business concerns who receive subcontracts in excess of \$500,000 will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been

satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

5. The bidder (contractor) agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small business Administration in order to determine the extent of compliance by the bidder with the subcontracting plan and with the clause entitled Utilization of Small Business Concerns, contained in the contract.

6. The bidder (contractor) agrees that he will maintain at least the following types of records to document compliance with this subcontracting plan:

(a) Small, service-disabled veteran-owned small, HUBZone Small, Small Disadvantaged, and Women-Owned Business concern source lists, guides and other data identifying SB/HZSB/SDB/WO vendors.

(b) Organizations contacted for small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned business sources.

(c) On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating on each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether service-disabled veteran-owned small business concerns were solicited, and if not, why not; (3) whether HUBZone small business concerns were solicited, and if not, why not; (4) whether small disadvantaged business concerns were solicited, and if not, why not; (5) whether women-owned business concerns were solicited and if not, why not; and (6) reasons for the failure of solicited small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, or women-owned business concerns to receive the subcontract award.

(d) Records to support other outreach efforts: Contacts with Minority and Small Business Trade Associations, etc. Attendance at small and minority business procurement conferences and trade fairs.

(e) Records to support internal activities to guide and encourage buyers: Workshops, seminars, training programs, etc. Monitoring activities to evaluate compliance.

(f) On a contract-by-contract basis, records to support subcontract award data to include name and address or subcontractor .

(g) Records to be maintained in addition to the above are as follows:

Signed: _____
Typed Name: _____
Title: _____
Date: _____

Plan Accepted By: _____
Contracting Officer

Date: _____

NOTE TO CONTRACTING OFFICER: Upon incorporation of a plan into the contract, indicate herein the estimated dollar value of the contract:

\$ _____.

SECTION L REPRESENTATIONS AND INSTRUCTIONS

L-1. GENERAL REQUIREMENTS

Offerors shall submit four (4) copies each of the technical and price proposals.

Price information shall be displayed in the price proposal only and shall not be included anywhere else within the proposal.

Offerors are advised that each proposal submitted must be complete and shall be organized to address the specific elements or topics required. This is necessary to facilitate and expedite an effective review.

Offerors that submit proposals that are not complete, may or may not be given the opportunity to submit any additional material, and may be considered non-responsive. As a minimum, the information required in this section shall be included in each proposal submitted. Additional data, which would serve to clarify the proposal, should also be submitted. Any other information deemed necessary by the Contracting Officer for a clear understanding of the proposal shall be furnished if requested.

Offerors shall submit their technical proposals as part of their signed RFP package. The proposals will be reviewed for completeness and evaluated on their merits against the evaluation factors listed below.

The technical factors are listed in descending order of importance. The subfactors within each factor will be of equal importance. Although price is a factor for evaluation, technical competence is more important. The technical evaluation shall therefore carry greater weight than the price evaluation when determining the best value to the Government.

Offerors shall address the following factors in sufficient detail:

Technical Factors:

- (1) Technical Capability – will consist of the following:
 - Provide a list of detection/reporting limits for test parameters included in the scope as well as Method Detection Limit studies for VOCs.
 - Provide resumes for Project Manager and Quality Manager, as well as at least three personnel that will report to the PM and at least three personnel that will report to the Quality Manager. These reporting personnel positions should be selected from those that will be performing the majority of the analytical work, which is expected to consist mostly of SW-846 test methods.

- (2) Past Performance – provide a list of projects to show capability to handle multiple projects valued between \$10K and \$60K issued simultaneously that have been

successfully completed within the last two years including a point of contact, telephone number, and dollar value for each job listed and any other contracts similar in size and scope to this procurement

(3) Management Approach – will consist of the following:

- Provide data results in electronic format directly from Laboratory Information Management System (LIMS)
- Provide USACE internet access to analytical results
- Provide same day courier services such as delivery and pickup of supplies and samples at USACE work sites using inexpensive means
- Provide Quality Assurance Manual
- Ability of the laboratory to retain all analytical data for 5 years following analysis date.

(4) Subcontracting Efforts

Price Factors:

- (1) Price Reasonableness
- (2) Price Realism

Each of the technical evaluation factors are discussed below in further detail.

(1) **Technical Capability** - Technical capability will consist of two components, each described below.

Reporting and Detection Limits and Method Detection Limit Studies

The analytical laboratory must provide reporting and detection limits for the analytical parameters to be used in this contract as part of the proposal. The detection and reporting limits should be consistent with the best currently available technology and instrumentation in the industry using the test methods. If lower detection limits are available for certain parameters by using extra sample volume (for example using 25-mL purge sample rather than 5-mL purge sample for aqueous VOCs), or other adjustment, this should be noted.

USACE typically uses federal and state regulations from states where USACE Philadelphia District typically performs work in, such as NJ, PA, and DE. Depending on the project, one or more of the following types of federal or state criteria listed below are employed:

- Federal/state drinking water standards
- Groundwater and surface water quality standards
- TCLP criteria
- Residential or non-residential soil cleanup standards
- Sediment quality standards

Applicable regulatory criteria vary depending on the task order. USACE typically will supply these criteria in the task order scope and require that the reporting/detection limits are capable of meeting these applicable criteria.

The laboratory must also submit the most recent method detection limit (MDL) studies for VOCs using SW-846 8260B.

Personnel Resumes

Project Manager

Laboratory Project Managers (PMs) are responsible for preparing the requirements for the project, maintaining the lab schedule, ensuring that technical requirements are met by the laboratory, and advising internal personnel and customers of variances. The PM will provide technical guidance and necessary laboratory related information to the lab personnel and to the client, and provide peer review of the final document to ensure accuracy of the information and data. These individuals shall have a minimum of a Bachelor's degree in chemistry or any related scientific/engineering discipline. A minimum of three years of laboratory project management experience shall be required.

Quality Manager

The Quality Manager (or Quality Assurance Manager or similar) will be responsible for overseeing the QA aspects of the data and serve as the focal point for QA/QC. This individual shall have a minimum of a Bachelor's degree in chemistry or any related scientific/engineering discipline. A minimum of three years of laboratory experience, including at least one year of applied experience with QA principles and practices in an analytical laboratory, shall be required.

In addition to resumes for the above personnel, the Contractor shall submit resumes for at least three personnel that will report to the PM and at least three personnel that will report to the Quality Manager on typical sample analysis projects. These reporting personnel positions should be selected from those that will be performing the majority of the analytical work, which is expected to consist mostly of SW-846 test methods.

(2) **Past Performance** – USACE will evaluate each bidder's past performance to determine how well it satisfied its customers. Previous USACE experience is preferred, however, this is not necessary. USACE will contact one or more of each bidder's customers and others to determine whether the bidder meets schedule requirements; produces high-quality data; performs corrective actions to the customer's satisfaction; conforms to the terms and conditions of the contract; and is committed to customer satisfaction.

Contractor shall provide a list of projects to show capability to handle multiple projects valued between \$10K and \$60K issued simultaneously that have been successfully completed within the last two years including a point of contact, telephone number, and dollar value for each job listed

and any other contracts similar in size and scope to this procurement. At least two references should be included.

(3) **Management Approach** – Management Approach will consist of 5 components, each described below.

Availability of Results from Laboratory Information Management System

The laboratory must indicate whether it is capable of providing data results in electronic format directly from a Laboratory Information Management System (LIMS) as opposed to manual manipulation. A list will be provided as part of the proposal that lists parameters for which data results can be generated from the LIMS, as well as parameters for which data results cannot be generated from the LIMS (i.e., manual manipulation is required).

The laboratory must indicate whether it is capable of using a Laboratory Information Management System (LIMS) to track the status of samples throughout the entire operation sequence of sample handling, analysis, and reporting by the lab. Specifically, the lab should provide a description of how the LIMS is used to control the following major functions:

- Sample receipt and login
- Sample scheduling
- Data acquisition
- Data processing and data approval
- QC data processing
- Final reporting
- Electronic deliverables

The lab should also include a discussion of the extent of human manipulation required in each of the above functions, and indicate whether it is capable of providing data results in electronic format directly from the LIMS. If there are any parameters that require manual manipulation, please indicate which ones.

Internet Access

The capability of providing access to data electronically via internet is desirable. The laboratory should provide a summary description and information regarding any internet access capabilities that are available to USACE. Specific items include:

- Sample status information
- Access to chain of custody forms
- Timely access to analytical results
- Access to historical data
- Generation of analytical reports
- Generation of electronic deliverables

Same-day Courier Services

The ability of the laboratory to provide timely (same day) courier services such as delivery or pickup of supplies and samples in the vicinity of the laboratory is desirable. The analytical laboratory should indicate whether this service is provided, what the distance or mileage limits

are, and how much prior notification is required to use this service. This service would be useful in providing an additional shipping alternative to USACE and the analytical laboratory.

Quality Assurance Manual

The analytical laboratory must provide a Quality Assurance (QA) Manual. This document may also be called a Quality Manual, Quality Systems Manual, Quality Management Manual, or similar. The document shall be in accordance with the National Environmental Laboratory Accreditation Conference (NELAC) Quality Systems requirements.

The QA Manual shall contain:

- a) a quality policy statement, including objectives and commitments, by top management;
- b) the organization and management structure of the laboratory, its place in any parent organization and relevant organizational charts;
- c) the relationship between management, technical operations, support services and the quality system;
- d) procedures to ensure that all records required under this contract are retained, as well as procedures for control and maintenance of documentation through a document control system which ensures that all standard operating procedures (SOPs), manuals, or documents clearly indicate the time period during which the procedure or document was in force;
- e) job descriptions of key staff and reference to the job descriptions of other staff;
- f) identification of the laboratory's approved signatories; at a minimum, the title page of the QA Manual must have the signed and dated concurrence, (with appropriate titles) of all responsible parties including the QA manager(s), technical director(s), and the agent who is in charge of all laboratory activities such as the laboratory director or laboratory manager;
- g) the laboratory's procedures for achieving traceability of measurements;
- h) a list of all test methods under which the laboratory performs its accredited testing;
- i) mechanisms for ensuring that the laboratory reviews all new work to ensure that it has the appropriate facilities and resources before commencing such work;
- j) reference to the calibration and/or verification test procedures used;
- k) procedures for handling submitted samples;
- l) reference to the major equipment and reference measurement standards used as well as the facilities and services used by the laboratory in conducting tests;
- m) reference to procedures for calibration, verification and maintenance of equipment;
- n) reference to verification practices which may include interlaboratory comparisons, proficiency testing programs, use of reference materials and internal quality control schemes;

- o) procedures to be followed for feedback and corrective action whenever testing discrepancies are detected, or departures from documented policies and procedures occur;
- p) the laboratory management arrangements for exceptionally permitting departures from documented policies and procedures or from standard specifications;
- q) procedures for dealing with complaints;
- r) procedures for protecting confidentiality (including national security concerns), and proprietary rights;
- s) procedures for audits and data review;
- t) processes/procedures for establishing that personnel are adequately experienced in the duties they are expected to carry out and are receiving any needed training;
- u) reference to procedures for reporting analytical results; and,
- v) a Table of Contents, and applicable lists of references and glossaries, and appendices.

Retention of Results for 5 Years

Sample analyses for which the comprehensive data package is specified may potentially require external data validation by a third party for up to 5 years following date of analyses. The analytical laboratory must retain all analytical data for a period of 5 years following date of analysis. If external data validation is potentially required for any samples analyzed during this 5-year period, USACE will specify the comprehensive (fully data validatable) data package in the task order. The analytical laboratory must have the capability of retaining all analytical and supporting data for a minimum period of five years following the date of analysis.

(4) **Subcontracting Efforts** - Large business offerors shall submit a subcontracting plan as part of their proposal package in accordance with Contract Clauses 52.219-8,52.219-9 and AFARS 5119.704.

L-2. SUBCONTRACTING PLAN

Large business offerors shall submit a subcontracting plan as part of their proposal package in accordance with Contract Clauses 52.219-8,52.219-9 and AFARS 5119.704. Please refer to the reference form attached in Section J of this solicitation.

Subcontracting Plan Floors for Large Businesses are as follows:

Small Business	57.2%
Small Disadvantaged Business	10.0%
Women-Owned Small Business	10.0%
HUBZone Small Business	3.0%
Service Disabled Veteran-Owned Small Business	3.0%

L-3. PRICE EVALUATION CRITERIA

The price evaluation criteria for award is "Price Reasonableness and Realism". The competitiveness of the offeror's price proposal will be evaluated taking into consideration the

most probable price of doing business with the offeror, based on the merits of the "Technical Factors" in the proposal.

L-4. REQUIRED PRICE SUBMITTALS

Offerors shall submit their price proposals in Section B of this document. The price proposal shall include amounts for each item of the Base Year, and for each item of each of the two (2) Option Years. (SEE EXCEPTED LINE ITEMS IN SECTION B.) The price for each item shall incorporate all of the offeror's expenses, including all services, supplies, employee wages and fringe benefits, overhead, profit, etc.

(N.B.: The quantities estimated in Section B are for the purpose of evaluation and are not a representation to offerors that the estimated quantities will be required or ordered.)

L-5. EQUIPMENT LIST

This list contains standard equipment that this contract assumes the contractor already has and will therefore not be an additional expense under the contract.

1. Standard laboratory sample extraction, processing equipment, analytical instrumentation and facilities.
2. Water, Soil, and sediment sampling containers
3. Chain of Custody Forms
4. Personal Protective equipment
5. Microsoft Word/Excel processing and spreadsheet capabilities. Electronic deliverable capabilities.
6. List of schedule and reasonably anticipated major analytical equipment procurements.

L-6. TECHNICAL QUESTIONS

Offerors must submit all technical questions concerning this solicitation via facsimile (215) 656-6798 to the Contract Specialist. The Corps must receive the questions no later than fifteen (15) calendar days after the date of this solicitation. The Corps will answer questions, which may affect offers in an amendment to the solicitation. The Corps will not reference the source of the questions.

SECTION M EVALUATION FACTORS FOR AWARD

The Government intends to award a contract on the basis of "Best Value." The Government will award a contract resulting from this solicitation to the responsible offeror whose proposal, conforming to the solicitation; will be most advantageous to the Government.

Proposals should be submitted in two parts, a technical proposal and a price proposal.

Although price is a factor for evaluation, technical competence is more important. The technical evaluation shall therefore carry greater weight than the price evaluation when determining the best value to the Government.

The proposals will be reviewed for completeness against the content requirements outlined in Section L, and evaluated against the evaluation factors listed below in descending order of importance.

Technical Factors:

- Technical Capability
- Past Performance
- Management Approach
- Subcontracting Efforts

Price Factors:

- Price Reasonableness
- Price Realism

Further discussion of these factors, format, and specific topics to be addressed in the proposal, are listed and described in Section L, "Representations and Instructions," which contains the specific proposal submittal requirements pursuant to this solicitation. Offerors are advised that each proposal submitted shall be complete and in the format required.

The evaluation process established for this procurement will be as follows. Initially, the Offeror's technical proposal will be separated from the price proposal and the technical proposal will be evaluated based on content, form and technical acceptability. All proposals found to be technically acceptable will be used to establish the competitive range. Price will be evaluated separately, after the competitive range has been established but, as stated above, is not as important as the technical components of the proposal.

The Government may elect to conduct discussions with offerors whose proposals are technically acceptable (or which may be acceptable without major modification) and fall within the competitive cost range. The Government reserves the right, however, to award a contract on the basis of initial offers without conducting discussions. Each proposal should therefore be submitted from the offeror's most favorable technical and price standpoints

Award of the contract will not be based solely on a lowest-price basis. Evaluation of price will be based on the reasonableness and completeness of the information provided by the Offerors in Section B and in accordance with the guidelines established in Section L of this document.

Award will be made to the offeror whose proposal provides the greatest overall value and is most advantageous to the Government. Only one award will be made.