



RFQ No. DACW67-03-Q-0027

**US Army Corps
of Engineers®**
Seattle District

Project: ON-SITE SECURITY SERVICE

**Location: BUNKER HILL SUPERFUND SITE
KELLOGG, IDAHO**

**SERVICE/SUPPLY SOLICITATION
AND SPECIFICATIONS**

**Closing Date: 15 JANUARY 2003
Closing Time: 1:00 PM PACIFIC STANDARD TIME**

REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Sue Valenzuela, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Sue Valenzuela, P.O. Box 3755, Seattle, WA 98124-3755.

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1 39	
1. REQUEST NO. DACW67-03-Q-0027	2. DATE ISSUED 27-Dec-2002	3. REQUISITION/PURCHASE REQUEST NO. W68MD9-2343-3337	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755			6. DELIVER BY <i>(Date)</i> SEE SCHEDULE			
			7. DELIVERY <input checked="" type="checkbox"/> FOB <input type="checkbox"/> OTHER DESTINATION <i>(See Schedule)</i>			
5b. FOR INFORMATION CALL: <i>(Name and Telephone no.) (No collect calls)</i> SUSAN M VALENZUELA 206-764-6691						
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION <i>(Consignee and address, including ZIP Code)</i> SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385 TEL: FAX:			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: <i>(Date)</i> 06-Jan-2003						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE <i>(Include applicable Federal, State, and local taxes)</i>						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER <i>(Street, City, County, State, and ZIP Code)</i>			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		TELEPHONE NO. <i>(Include area code)</i>	

4. Award shall be made to the responsive and responsible offer with the lowest offer. Contractor is required to quote all line items. Evaluation for award shall be made on all line items including option items. All line items except Option Items shall be awarded at time contract is awarded. See Scope of Work for award date of Option Items. Government reserves the right to award any or all line items.
5. ELECTRONIC FUNDS TRANSFER (EFT): Effective 99 Jun 01, the Government will make all payments by EFT (unless the Government VISA credit card is accepted). The only exceptions are: 1) Foreign Vendors; 2) Government Agencies, and 3) One time payments. The EFT forms and instructions are on the USACE Finance Center (UFC) Web Page; www.fc.usace.army.mil The UFC points of contact for this action are Ms. Nita Clower, 901/874-8542 and Mr. Michael Rye, 901/874-8543.
6. Please provide the following information:
 - Federal Taxpayer's ID Number: _____
 - DUNS Number: _____
 - Remit to Address:
 - Company Name: _____
 - Address: _____
 - City/State/Zip: _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001

2003 SITE SECURITY, BUNKER HILL
FFP

GUARD SERVICES FOR TWELVE MONTHS AT BUNKER HILL SUPERFUND
SITE, KELLOGG, IDAHO IN ACCORDANCE WITH THE STATEMENT OF WORK
INCLUDING THE ATTACHED SITE VICINITY MAP AND GENERAL SITE PLAN
AND IDAHO WAGE DETERMINATION 1994-2159 REV 19 DATED 05/28/2002.

Site Visit: Site visit is scheduled for 08 January 03 11:00 AM at site. Point of
Contact is Michael Atwell 208-762-5915 (X-223).

PLEASE SUBMIT YOUR QUOTE ON THE ENCLOSED "BID SCHEDULE"

PURCHASE REQUEST NUMBER: W68MD9-2343-3337

NET AMT

FOB: Destination

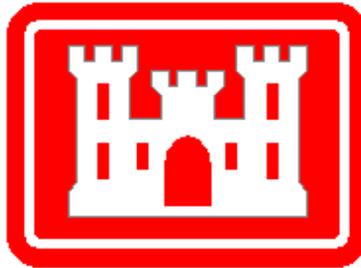
STATEMENT OF WORK

BUNKER HILL SUPERFUND SITE

Statement of Work On-Site Security Services

Prepared For

By



US Army Corps of Engineers

December 4, 2002

Contents

Bid Schedule

Statement of Work

Figure 1 -- Site Vicinity Map

Figure 2 -- General Site Plan

BID SCHEDULE

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
BASE ITEM					
0001AA	Guard Services For Twelve Months at Bunker Hill Superfund Site, Kellogg, Idaho in accordance with the Statement of Work	12	Mo.	\$ _____	\$ _____ -
TOTAL BASE					\$ _____ -
OPTIONAL ITEMS					
0001AB	Guard Services For One Additional Month at Bunker Hill Superfund Site, Kellogg, Idaho in accordance with the Statement of Work	1	Mo.	\$ _____	\$ _____ -
0001AC	Guard Services For One Additional Month at Bunker Hill Superfund Site, Kellogg, Idaho in accordance with the Statement of Work	1	Mo.	\$ _____	\$ _____ -
0001AD	Guard Services For One Additional Month at Bunker Hill Superfund Site, Kellogg, Idaho in accordance with the Statement of Work	1	Mo.	\$ _____	\$ _____ -
0001AE	Additional Guard Services at Bunker Hill Superfund Site, Kellogg, Idaho in accordance with the Statement of Work	250 (EST.)*	Hr.	\$ _____	\$ _____ -
TOTAL OPTIONS					\$ _____ -
TOTAL					\$ _____ -

* "EST." refers to an estimated quantity. Payment will be made only for the actual amount of additional work performed.

Note: Refer to SOW Paragraph 3.4 for requirements for use of additional guard services (Item 0005).

STATEMENT OF WORK

1. Description of Work

The Contractor shall provide management, supervision, manpower, equipment and supplies (unless specified otherwise in Paragraph 6.1) necessary to provide guard services as described herein for the Bunker Hill Superfund Site.

The general location of the site is shown on Figure 1 "Site Vicinity Map" attached to the end of this Statement of Work (SOW). The area to be secured by this contract is shown on Figure 2 - "General Site Plan" attached to the end of this SOW. The primary secured area includes the former Smelter Complex, Government Gulch, the former Zinc Plant, the Hillsides Revegetation, the Central Impoundment Area and the Central Treatment Plant. Secondary secured areas that may also require security services, as directed by the COR, include Smeltonville Flats and miscellaneous site areas (Magnet Gulch and Deadwood Gulch).

2. Contractor Start-up Period

2.1 Contract Manager Designation

Within seven days after award, the Contractor shall provide to the Contracting Officer (CO) and the Contracting Officer's Representative (COR), the name, telephone number, and address of the Contract Manager. The Contract Manager shall be designated in writing by the Contractor as the individual who has complete authority to act for the Contractor during the term of the contract.

2.2 Post Award On-site Review

Within 10 days after award of the contract and prior to performance, the Contractor's representative and COR shall make an on-site in-depth review of the total job requirements. This review shall include a general overview of the type of work being performed at the Bunker Hill Superfund Site and shall address required policies and procedures for responding to various emergency situations, personnel qualifications, and training plans. Minutes of this review shall be generated by the Contractor and submitted to the COR.

The Contractor may have access to detailed and full size drawings and other project information for review during the Post Award On-site Review.

2.3 Post-Award Submittals

Within 10 days of contract award, and prior to performance, the Contractor shall submit the following listed items:

- a) Certificates of Insurance (See 12.4 below).
- b) Confirmation of review of the established Health and Safety Plan with specific job hazard analyses.
- c) Listing of names, dates of birth, Social Security numbers and drivers license numbers of employees to be working on the job site, as well as company owner (for purpose of Government verification of criminal and driving history). The Contractor shall notify the COR immediately, by phone and in writing, when any changes to the employee list are made.
- d) Training plans as required.
- e) Results of pre-employment investigation certifying that contract personnel meet or exceed all standards and qualifications set forth in Paragraph 7.1.
- f) A Fitness for Duty statement as described in Paragraph 7.2.
- g) Any forms which the Contractor shall propose as equivalent substitute forms for those forms required by contract, such as daily log forms, incident forms, bomb threat, etc.

2.4 Period of Performance

The Contractor shall complete the requirements listed in 2.1 through 2.3 above such that the period of performance of the guard services shall commence at 0001 hours on February 1, 2003 and shall remain in effect for twelve months unless optional items are awarded or the contract is terminated. Optional Item 0002 shall be awarded no later than March 1, 2004. Optional Items 0003 and 0004 shall be awarded no later than April 1, 2004. Optional Item 0006 shall be awarded no later than February 1, 2004.

3. Contract Manpower and Scheduling Requirements

3.1 Guard Man-hours and Shift Requirements

3.1.1 Base Months

The Contractor shall provide one guard on duty, for a minimum of one hour per day, from 4 p.m. until 30-minutes after sunset in Kellogg, Idaho, Monday through Friday (not including the ten Federal Holidays, listed in 3.1.3 below). The Contractor shall also provide one guard on duty during all hours between sunrise and 30-minutes after sunset in Kellogg, Idaho on Weekends and all ten Federal Holidays. Due to the changing seasons, some months of the year will have more daylight hours than others. The Contractor shall account for this fact in his cost proposal, but shall propose the same monthly unit cost for each month in Item 0001 of the Bid Schedule. The nature of the Guard duties is such that no Guard shall leave at the end of his/her

shift until properly relieved by another Guard, unless it is the end of the required guard duty for the day (e.g., at 30 minutes after sunset). The relieving guard must be physically present on the project site.

3.1.2 Additional Contract Periods

The Contractor shall provide one guard on duty, for a minimum of one hour per day, from 4 p.m. until 30-minutes after sunset in Kellogg, Idaho, Monday through Friday (not including the ten Federal Holidays, listed in 3.1.3 below). The Contractor shall also provide one guard on duty during all hours between sunrise and 30-minutes after sunset in Kellogg, Idaho on Weekends. The Contractor shall assume that up to two Federal Holidays may fall during each one-month additional contract period, and shall provide guard coverage for those two Federal Holidays in the same manner as Weekend coverage. Due to the changing seasons, some months of the year will have more daylight hours than others. The Contractor shall account for this fact in his cost proposal. The nature of the Guard duties is such that no Guard shall leave at the end of his/her shift until properly relieved by another Guard, unless it is the end of the required guard duty for the day (e.g., at 30 minutes after sunset). The relieving guard must be physically present on the project site.

3.1.3 Federal Holidays

The Contractor shall provide one guard on duty, 24 hours a day, for the following Federal Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving
- Christmas

3.2 Supervision Requirements

While it is not necessary for the Contractor to provide daily on-site supervision of its guards, adequate supervision of guards shall be provided by the Contractor. A guard may act as the Supervisor. Periodic unannounced inspections of the guard shifts shall be required by the Supervisor (no less than once every 3 months). The results of each inspection will be furnished to the COR.

In addition to unannounced inspections, the Supervisor shall meet with the COR (or designee) no less than once every two weeks in-person or via telephone to discuss guard performance, security issues, and other pertinent information.

3.3 Limitation on Man-hours to be Provided by Individual Employees

No employee of the Contractor shall provide more than 12 hours of service within any 24 hour period unless the work periods are separated by an 8 hour non-duty period. This limitation may be waived by the COR in emergency situations which are beyond the control of the Contractor, i.e., weather conditions prevent the next shift from getting to the building or emergency response requirements.

3.4 Additional Guard/Supervisor Services

For the Government's short term nonrecurring need for service the COR will direct the Contractor to provide additional services (e.g., emergency responses, increased surveillance within or beyond the formal security area, additional gate services and other services as deemed necessary). A maximum of two additional Guards and/or the normal Supervisor during off-hours shall be required at any one time. Upon notification by the COR, the Contractor shall mobilize the appropriate additional staff within 4 hours. (Note that the additional hourly rate that was bid and accepted in Item 0005 shall be the rate at which the Government will pay the Contractor whether the additional service is required of Guards or the Supervisor).

4. Services Required

4.1 Typical Duties of Guards

Typical duties and responsibilities include, but are not limited to the following:

- a) Access Control. While it is likely that McKinley Avenue and the Rails-to-Trails between Smeltonville and Kellogg will be open to public access during the contract period, there will likely be areas within the site that have restricted access (e.g., Central Treatment Plant). The CO or COR will identify those areas with restricted access for the Contractor. The Contractor shall allow access only to authorized personnel during guard shifts. Report, summon appropriate response and deter persons who attempt to gain unauthorized access. Deny access to anyone unwilling to allow examination of property that is questioned by the COR. Records of access control and visitor identification shall be maintained and submitted to COR upon request. COR will provide criteria for admission of site visitors.
- b) Vehicle Patrol. In general, there shall be a continuous roving patrol of the site areas (to be identified in particular by the COR, which may include but not be limited to

Government Gulch, Smelter Complex, the Central Treatment Plant, the Bunker Hill Project Office at 1005 W. McKinley Avenue in Kellogg, and the Hillsides). Vehicle patrols shall report to the east gate guard in a random schedule to be set up by the COR and the Contractor.

- c) Radio Communications. Monitor, operate, and maintain radios (and if necessary, acquire services) compatible with the Corps' Eastern Environmental Resident Office's radio communication system."
- d) Key System. Receive, issue, store and account for all keys on the project site whose full or partial management has been assigned to the Contractor. Utilize established records and accounting system for key control. Maintain key control records and submit to COR as required.
- e) Emergencies. In case of an emergency condition requiring immediate attention, the Guard shall be diverted from their normal assigned duties to meet the condition and summon appropriate assistance as may be required. An emergency plan will be supplied outlining procedures and a roster of emergency contact phone numbers. The emergency plan will be supplied by the Government as part of the Site Safety and Health Plan.
- f) Civil Disturbances. Perform other functions as may be necessary in the event of civil disturbances, attempts to commit sabotage or other criminal acts adversely affecting the security and/or safety of Government employees, Government property, contractor employees, contractor property, visitors to the project, or their property.
- g) Reports and Records. Prepare and submit to the COR draft reports on accidents, bomb threats, unusual incidents, vandalism, or other unlawful acts within 24 hours after the occurrence; using the procedures and forms prescribed in the general orders. A daily log shall be maintained throughout every shift whereby unusual activities and incidents shall be recorded; included in the daily log shall be the guard's name, date and hours of work. Examples of information that will be required to be logged are: unusual entrance requests, actual intrusions or security breaches, abnormal telephone calls, found items, etc. Logs shall be maintained which will require the routine recording of arrival and departure times of Contractor personnel, visitors, gate openings and closings, etc. Trouble reports describing known problems requiring maintenance on security equipment, building, etc. shall be prepared and submitted to the COR as necessary. Other record keeping and reporting shall be necessary for activities such as key control, ID card control, etc.
- h) Lost and Found. Receive and receipt for all lost items that are found or received. All found or received articles must be turned over to the COR.

- i) Mail and Messages. When so authorized, receive, safely keep, and turn over to appropriate persons, official mail or messages.

4.2 Duties and Responsibilities of Supervisor

The Supervisor is defined as the person designated in writing by the Contractor who has the authority to provide supervision to the Guards at the worksite. The Supervisor shall provide supervision to the guard force and assist the Guards as may be necessary. Typical duties and responsibilities include but are not limited to the following:

- a) Ensures that the Guard Force is properly trained to perform all duties as specified in accordance with this contract. Prepares and conducts initial and ongoing training.
- b) Ensures that the Guard Force is properly fitted with personnel identification and presents a neat and professional image.
- c) Ensures that the Guard Force adheres to high standards of conduct and behavior.
- d) Provides guidance and supervision for the Guard Force including tasks such as planning, time keeping, preparation of performance appraisals, taking disciplinary action as necessary, and advising.
- e) Manages certain programs such as access control, key control, intrusion detection monitoring, and operational equipment testing, to ensure compliance with the contract specifications.
- f) Writes, types, maintains and enforces written policies, procedures, inspection criteria, special orders, and in close coordination with, and approval of, the COR and with information supplied by the COR.
- g) Performs administrative contract tasks as necessary to ensure contract requirements are fully met.
- g) Coordinates with the COR on a frequent basis as to contract requirements, general orders, special orders, Guard training, and Guard performance problems.
- h) Establishes and maintains a cooperative working relationship with the local law enforcement authorities as may be necessary to effectively execute the requirements of this contract.

5. Authority and Jurisdictions

The authority of civilian contract security guards is governed by Army Regulation 5-20 and the terms of this contract. While the civilian security guards are not delegated authority to perform law enforcement functions, there is a very limited overlap in the activities that may be performed by the “policeman” and “guard”. For example, a contract security guard, if necessary may attempt to verbally detain or delay persons by asking them to wait for law enforcement authorities to arrive; a contract security guard exercising traffic control functions may stop persons to issue a traffic warning; and a contract security guard may conduct a preliminary investigation or any crime or incident.

6. Equipment, Uniforms, Supplies and Materials

6.1 Government Furnished Property

6.1.1 Property Items.

The Government shall furnish to the Contractor for use in connection with this contract, the following property:

- a) Standard forms specifically required and prescribed for use by Contractor personnel.
- b) Keys (number and type to be coordinated with the COR).

6.1.2 Accountability for Government Property

All property furnished by the Government under this contract shall remain the property of the Government. Once every six months and/or upon termination of the contract, the Contractor shall inventory and render an accounting of all such property that has come into his/her possession under this contract. All equipment issued by the Government to the Contractor will be issued on Engineering Form 3061 (Property Disposition Voucher). Any property furnished by the Government to fulfill contracted requirements which is lost or damaged, resulting from improper use or negligence by the Contractor’s employees, shall be repaired or replaced by the Government and the cost of such repairs or replacement shall be deducted from the Contractor’s invoice. The Contractor must submit to the COR, after contract award but prior to contract performance, a property control plan which shall include but not be limited to the following:

- a) Inventorying procedures and planned semi-annual dates for inventorying.
- b) Inventory upon conclusion of contract.
- c) Means of record keeping to ensure complete accountability for all property received. The property control plan is subject to approval by the Contracting Officer prior to implementation.

6.1.3 Use and Care of Government Property

Government property shall be used for official Government business only in the performance of this contract. Government property will not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

The Contractor shall take all reasonable precautions, as directed by the Government, or in the absence of such direction in accordance with sound industrial practices, to safeguard and protect Government property.

6.1.4 Control of Keys

When keys are required for access to facilities on this contract, they shall be obtained through the COR.

The Contractor shall be responsible for Government-owned keys issued for access to facilities or areas pertinent to this contract.

- a) Upon completion of the work in an area, or upon request of the COR, the key or keys relevant to the completed areas shall be returned.
- b) Should the Contractor lose a key:
 1. the COR shall be notified, in writing, within three (3) working days after the loss is discovered and
 2. should the key not be found before final acceptance, the final contract payment shall be reduced by \$100 for each key not returned.

6.1.5 Maintenance of Government Property

The Contractor shall be responsible for reporting to the COR any malfunctioning equipment or property requiring repair.

6.2 Contractor Furnished Property

6.2.1 Property Items.

The Contractor shall furnish and maintain in acceptable condition all items necessary to perform work required by this contract as discussed in the following paragraph. Items to be furnished by the Contractor, but not necessarily limited to same, are:

- a) Motorized Patrol Equipment. A minimum of one patrol vehicle shall be provided by the Contractor. The vehicle shall be available and operable on-site at all times except for minor maintenance not requiring more than six hours absences from the work site. If the

vehicle(s) are inoperable or unavailable for more than six hours, an equivalent, fully operational and equipped vehicle shall be provided by the Contractor. All costs for the operation and maintenance of vehicle(s), including all license and insurance fees, shall be borne by the Contractor. The vehicles(s) shall be 4-wheel drive and equipped with a spotlight and marked for identification as a security contractor vehicle. The vehicle(s) shall be equipped with a first-aid kit and dry chemical fire extinguisher, properly mounted.

- b) Office supplies, such as pens, pencils, paper, notebooks, staplers, tape, paper clips, file folders, typewriter, calculator, and any other miscellaneous supplies necessary to perform the contract shall be furnished by the Contractor.
- c) One Pair binoculars for each Guard.
- d) Supplementary equipment including, but not limited to flashlights and batteries, inclement weather clothing, etc., shall be provided by the Contractor as appropriate to perform required work. Guards shall not be permitted to provide themselves with any unauthorized supplemental or personal equipment such as chemical agent devices, firearms, knives, or other such non-standard items.
- e) Uniforms. Uniforms will not be required for security personnel except identification vests shall be provided by the Contractor for the Guards and Supervisor. The vest shall clearly identify the wearer as security personnel and a lettered name tag shall be visible at all times. Identification vests shall be subject to the acceptance of the COR.

7. Personnel Qualifications and Provisions

The Contractor shall ensure that each employee under this contract meets or exceeds the Personnel Qualifications and Provisions set forth in this section.

7.1 General Standards

Prior to assignment, the Contractor shall require the following qualifications of all employees:

- a) Be a citizen of the United States of America.
- b) Be at least 21 years of age.
- c) Be literate in English to the extent of being able to read and understand printed regulations, detailed written orders, training instruction and materials, and able to compose reports that convey complete information.
- d) Be able to speak English fluently and communicate well orally.

- e) Possess a valid Idaho State Driver's License.
- f) Not have been convicted of a felony.
- g) Not have been terminated from any previous employment or from military service for other than honorable conditions.
- h) Be mentally alert and capable of absorbing specialized training. (Emotional and mental stability is essential since duties normally require contact with the public).
- i) Not have been separated or terminated from previous employment for intemperate use of intoxicants or drugs.
- j) Not have any record of arrest and conviction on charges involving drugs or narcotics.
- k) Not have been separated from previous employment of military service due to disabling physical infirmity or for disciplinary reasons.

The Contractor shall establish the reliability of security personnel prior to initial assignment to duties, by pre-employment investigations. The scope of the investigation must be adequate to ensure that the above standards/qualifications are met. For each employee, a letter signed by the Contractor documenting the results of the employee's pre-employment investigation and attesting to his/her reliability to perform the contract services, shall be submitted to the COR within 15 days prior to the start of work. A copy of this letter shall be kept in the employee's official personnel file.

The COR has the right to conduct a final interview with all guard candidates prior to starting work to determine whether all contract guard qualifications are met.

7.2 Medical Examinations and Standards

Prior to assignment to duty and at least annually thereafter, the Contractor shall require and pay for each guard to undergo a physical examination in accordance with 29CFR1910.120, 29CFR1926.62 and 29CFR1926.65, administered by a licensed physician. The medical examination and required testing shall address the hazardous constituents present at the site as outlined in the Site Specific Health and Safety Plan. The results of the medical examination shall be documented and retained in each individual's personnel folder. A Fitness for Duty letter documenting that the employee is fit for performance of the required duties of this contract shall be submitted to the COR prior to assignment of duties. A revised Fitness for Duty letter must be submitted to the COR within 4 days of subsequent physicals. Results of blood-lead levels shall be provided to the COR within 7 calendar days of testing.

7.3 Disqualifying Factors

Any of the medical conditions, traits, or behavioral characteristics described below are disqualifying factors for supervisors and security officers/guards and shall result in immediate termination of employment at the Bunker Hill Superfund Site.

- a) Any possession of a concealed or unconcealed weapon on site.
- b) Any possession, use, or distribution of alcohol or illegal drugs on site during the contract. Employees medically diagnosed as alcohol or drug dependent.
- c) Negligence or delinquency in performance of duty.
- d) Civil or criminal convictions of a serious nature, or equivalent actions, or a pattern of behavior or actions reasonably indicative of a contemptuous attitude toward the law or other duly constituted authority.
- e) Any significant physical or mental condition, substantiated by competent medical authority, that may impair the individual's ability to perform assigned duties, or any character trait or aberrant behavior that is detrimental to reliable performance of the duties of a security employee.
- f) Poor attitude or lack of motivation.

7.4 Personnel Record Keeping

The Contractor shall establish and maintain an official personnel information file for each person who performs duties under this contract. The files shall be made available to the CO or COR upon request for review and shall contain at a minimum for each individual the following information:

- a) Employment Application
- b) Letter of Pre-employment investigation results
- c) Initial and subsequent physical examination reports
- d) Individual training records
- e) Disciplinary actions
- f) Photocopy of social security card

8. Training

8.1 General Job Training

All Guards shall be currently trained in the following areas:

- a) First Aid, including CPR.
- b) Fire prevention/surveillance and the use of fire extinguishers.
- c) Civil disturbances.
- d) Traffic control
- e) Crime scene security

8.2 Hazardous Waste Safety Training.

All Guards shall be trained and shall participate in a medical surveillance program in accordance with Occupational Safety and Health Administration (OSHA) General Industry Standards 29 CFR 1910.120 and 29 CFR 1926.62.

9. Payments

Requests for payment shall be submitted in accordance with Federal Acquisition Regulations (FAR) Paragraph 52.232-1, entitled "Payments" In addition each request shall be submitted in the number of copies and to the designated billing office as shown in the Contract.

9.1 Form 93 Submittal

When submitting payment requests, the Contractor shall complete Blocks 1 through 12 of the "Payment Estimate - Contract Performance" Form 93 as directed by the COR.

9.2 Other Payment Information

The Contract will be administered by:

U.S. Army Corps of Engineers, Seattle District
CENWS-CT
P.O. Box 3755
Seattle, WA 98124-2255
Name: To Be Determined
Telephone: (206) 764-
Fax: (206) 764-

Authorized Contracting Officer's Representative
Name: Richard Fink

Telephone: (208) 786-5203 x-222

Fax: (208) 784-3201

The Contractor shall submit invoices for payment as follows:

Original & 2 Copies:

Environmental Protection Agency
Cincinnati Financial Management Center
ATTN: Accounting Operations, Suite 300
4411 Montgomery Road
Cincinnati, OH 45212

One Copy:

U.S. Army Corps of Engineers, Seattle District
CENWS-CT
P.O. Box 3755
Seattle, WA 98124-2255

One Copy:

U.S. Army Corps of Engineers, Seattle District
Eastern Environmental Resident Office
1005 W. McKinley Ave.
Kellogg, ID 83837

Payment will be made by:

Environmental Protection Agency
Cincinnati Financial Management Center
ATTN: Accounting Operations, Suite 300
4411 Montgomery Road
Cincinnati, OH 45212

10. Adjusting Payments

10.1 Adjust Procedures

Under the inspection of Services clause of this contract, payments may be adjusted if any services do not conform with contract requirements. The COR or a designated representative will inform the contractor, in writing, of the type and dollar amount of proposed deductions by the fifth workday of the month following the performance period for which the deductions are to be made.

The Contractor may, within 10 working days of receipt of the notification of the proposed deductions, present to the COR specific reasons why any or all of the proposed deduction are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the ten day period will be interpreted to mean that the Contractor accepts the deductions proposed.

Payments will be delayed or withheld until disputes over proposed deductions are settled. If the COR determines that any or all of the proposed deductions are warranted, the COR shall so notify the Contractor, and adjust subsequent payments under the contract accordingly.

10.2 Criteria and Method for Deductions

Deductions shall result from failure to provide man-hours as required, an operational vehicle, equipment, supplies, identification vests, or acceptable performance. Each of these Contractor deficiencies are addressed below:

- a) In the event the Contractor, for any reason whatsoever, fails to provide the manpower (either Guard or Supervisor) as required, deductions will be made. The hourly deduction rate shall be the base contract price divided by the total Guard hours required in the base contract. Deductions shall be made in quarter hour increments.
- b) In the event the Contractor fails to provide equipment, materials, or supplies, an equitable adjustment in the contract price shall result based on the period of deficient performance. In determining the amount of the adjustment, the CO will use as a basis the amount it would cost the Government to obtain the item(s) that the Contractor has failed to provide through rental, lease or purchase. This will be the basis for adjusting payments regardless of whether the Government does in fact supply the item.

11. Special Safety Requirements:

All security activities shall be conducted in strict compliance with the Corps of Engineers Safety and Health Requirements Manual EM 385-1-1, September 1996, and Occupational Safety and Health Administration regulations, as applicable.

11.1 In addition to Safety and Health Requirements Manual EM 385-1-1, and all applicable OSHA standards, the Contractor shall comply with the requirements listed below. Paragraph numbers refer to EM 385-1-1 or are added thereto.

- (a) Paragraph 01.A.12: Add new paragraph: Safety Personnel. The Contractor shall designate a person on his staff to manage the Contractor's safety and accident prevention program. This person will provide a point of contact for the Contracting Officer on matters of job safety, and shall be responsible for ensuring the health and safety of on site personnel.
- (b) Paragraph 01.D.02, revise as follows:
 - (1) Replace paragraph 01.D.02c with the following:
"c. Property damage in excess of \$2,000.00

(2) Add new paragraph d as follows:

"An injury resulting in a lost workday, not including the day of injury."

12. Other Requirements and Clauses

12.1 Permits and Licenses

In performance of work under this contract, the Contractor shall be responsible for obtaining all necessary permits and licenses, and for complying with all applicable Federal, State and local laws.

12.2 Privacy Act Notification

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

12.3 Recordskeeping

The Contractor shall maintain contract files (including payroll records, invoices and backup documents, written correspondence with the CO and/or COR, meeting minutes, and submittals) for a period not less than six years from the completion of the period of performance for the contract. During that time, the records shall remain accessible to the CO such that the records can be reviewed at the Contractor's office within 2 working days of a request by the CO to review the documents.

12.4 Insurance

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 below.

12.4.1 Workers' Compensation and Employer's Liability Insurance as legally required by the state wherein the work is being performed. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. If occupational diseases are not compensable under the Federal or State Workers' compensation and occupational disease statutes, they shall be covered under the employer's liability section of the insurance policy, except where contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage.

12.4.2 General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, shall be required on the comprehensive form of policy; however, property damage liability insurance ordinarily shall not be required.

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

12.5 Protection of Government Buildings, Equipment and Vegetation

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the project site. 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.

12.6 Termination for Convenience of the Government

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

End of Section

Attachment 1: Site Vicinity Map

Attachment 2: General Site Plan (Part A)

Attachment 2: General Site Plan (Part B)

WAGE DETERMINATION

WAGE DETERMINATION NO: 94-2159 REV (19) AREA: ID, STATEWIDE

WAGE DETERMINATION NO: 94-2159 REV (19) AREA: ID, 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

William W. Gross Division of
 Director Wage Determinations

Wage Determination No.: 1994-2159
 Revision No.: 19
 Date Of Last Revision: 05/28/2002

State: Idaho Area: Idaho Statewide

Fringe Benefits Required Follow the Occupational Listing	
OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	7.67
Accounting Clerk II	9.42
Accounting Clerk III	10.60
Accounting Clerk IV	11.57
Court Reporter	17.03
Dispatcher, Motor Vehicle	14.05
Document Preparation Clerk	9.55
Duplicating Machine Operator	9.55
Film/Tape Librarian	9.68
General Clerk I	7.63
General Clerk II	8.58
General Clerk III	9.42
General Clerk IV	10.35
Housing Referral Assistant	11.85
Key Entry Operator I	9.27
Key Entry Operator II	10.16
Messenger (Courier)	8.26
Order Clerk I	9.76
Order Clerk II	10.71
Personnel Assistant (Employment) I	8.70
Personnel Assistant (Employment) II	9.65
Personnel Assistant (Employment) III	10.75
Personnel Assistant (Employment) IV	11.94
Production Control Clerk	13.95
Rental Clerk	10.03
Scheduler, Maintenance	10.54
Secretary I	10.54
Secretary II	11.10
Secretary III	11.85
Secretary IV	13.16
Secretary V	14.51
Service Order Dispatcher	12.97
Stenographer I	14.77
Stenographer II	16.42
Supply Technician	13.16

Survey Worker (Interviewer)	8. 51
Switchboard Operator-Receptionist	8. 86
Test Examiner	11. 10
Test Proctor	11. 10
Travel Clerk I	9. 49
Travel Clerk II	9. 97
Travel Clerk III	10. 81
Word Processor I	10. 35
Word Processor II	10. 68
Word Processor III	11. 34
Automatic Data Processing Occupations	
Computer Data Librarian	9. 68
Computer Operator I	9. 17
Computer Operator II	12. 40
Computer Operator III	14. 49
Computer Operator IV	17. 70
Computer Operator V	17. 86
Computer Programmer I (1)	14. 16
Computer Programmer II (1)	20. 23
Computer Programmer III (1)	21. 34
Computer Programmer IV (1)	24. 42
Computer Systems Analyst I (1)	18. 29
Computer Systems Analyst II (1)	21. 34
Computer Systems Analyst III (1)	25. 47
Peripheral Equipment Operator	11. 17
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	14. 82
Automotive Glass Installer	12. 83
Automotive Worker	12. 69
Electrician, Automotive	13. 01
Mobile Equipment Servicer	10. 37
Motor Equipment Metal Mechanic	14. 27
Motor Equipment Metal Worker	12. 69
Motor Vehicle Mechanic	14. 27
Motor Vehicle Mechanic Helper	10. 37
Motor Vehicle Upholstery Worker	11. 99
Motor Vehicle Wrecker	12. 69
Painter, Automotive	13. 55
Radiator Repair Specialist	13. 77
Tire Repairer	10. 02
Transmission Repair Specialist	14. 27
Food Preparation and Service Occupations	
Baker	10. 33
Cook I	7. 70
Cook II	8. 94
Dishwasher	7. 20
Food Service Worker	7. 23
Meat Cutter	12. 63
Waiter/Waitress	7. 64
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	12. 32
Furniture Handler	10. 87
Furniture Refinisher	12. 32
Furniture Refinisher Helper	10. 87
Furniture Repairer, Minor	10. 90
Upholsterer	12. 32
General Services and Support Occupations	
Cleaner, Vehicles	7. 40
Elevator Operator	8. 46
Gardener	10. 45
House Keeping Aid I	7. 96
House Keeping Aid II	8. 40
Janitor	8. 46
Laborer, Grounds Maintenance	8. 85
Maid or Houseman	6. 88
Pest Controller	10. 33
Refuse Collector	11. 18
Tractor Operator	11. 63
Window Cleaner	8. 92
Health Occupations	
Dental Assistant	12. 02
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11. 87
Licensed Practical Nurse I	10. 79
Licensed Practical Nurse II	12. 09
Licensed Practical Nurse III	13. 53
Medical Assistant	10. 55
Medical Laboratory Technician	14. 37

Medical Record Clerk	11. 24
Medical Record Technician	13. 54
Nursing Assistant I	7. 84
Nursing Assistant II	8. 82
Nursing Assistant III	9. 62
Nursing Assistant IV	10. 79
Pharmacy Technician	12. 19
Phlebotomist	12. 36
Registered Nurse I	18. 23
Registered Nurse II	20. 78
Registered Nurse II, Specialist	20. 78
Registered Nurse III	24. 75
Registered Nurse III, Anesthetist	44. 47
Registered Nurse IV	27. 72
Information and Arts Occupations	
Audiovisual Librarian	16. 17
Exhibits Specialist I	12. 40
Exhibits Specialist II	15. 85
Exhibits Specialist III	17. 77
Illustrator I	11. 01
Illustrator II	14. 08
Illustrator III	15. 77
Librarian	17. 05
Library Technician	9. 68
Photographer I	10. 73
Photographer II	13. 71
Photographer III	15. 37
Photographer IV	18. 90
Photographer V	23. 23
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7. 12
Counter Attendant	7. 12
Dry Cleaner	7. 69
Finisher, Flatwork, Machine	7. 12
Presser, Hand	7. 12
Presser, Machine, Drycleaning	7. 12
Presser, Machine, Shirts	7. 12
Presser, Machine, Wearing Apparel, Laundry	7. 12
Sewing Machine Operator	8. 18
Tailor	9. 06
Washer, Machine	7. 46
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	12. 32
Tool and Die Maker	18. 45
Material Handling and Packing Occupations	
Forklift Operator	11. 52
Fuel Distribution System Operator	11. 65
Material Coordinator	13. 95
Material Expediter	13. 95
Material Handling Laborer	9. 88
Order Filler	10. 95
Production Line Worker (Food Processing)	10. 35
Shipping Packer	10. 55
Shipping/Receiving Clerk	10. 86
Stock Clerk (Shelf Stocker; Store Worker II)	11. 98
Store Worker I	9. 04
Tools and Parts Attendant	11. 43
Warehouse Specialist	11. 43
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	17. 00
Aircraft Mechanic Helper	11. 48
Aircraft Quality Control Inspector	18. 31
Aircraft Servicer	14. 00
Aircraft Worker	14. 82
Appliance Mechanic	12. 32
Bicycle Repairer	9. 30
Cable Splicer	16. 40
Carpenter, Maintenance	13. 75
Carpet Layer	13. 27
Electrician, Maintenance	17. 15
Electronics Technician, Maintenance I	15. 24
Electronics Technician, Maintenance II	22. 00
Electronics Technician, Maintenance III	26. 06
Fabric Worker	12. 78
Fire Alarm System Mechanic	14. 27
Fire Extinguisher Repairer	12. 07
Fuel Distribution System Mechanic	14. 27

General Maintenance Worker	12.69
Heating, Refrigeration and Air Conditioning Mechanic	16.05
Heavy Equipment Mechanic	15.48
Heavy Equipment Operator	14.56
Instrument Mechanic	17.86
Laborer	9.88
Locksmith	14.45
Machinery Maintenance Mechanic	15.44
Machinist, Maintenance	14.87
Maintenance Trades Helper	10.37
Millwright	17.38
Office Appliance Repairer	14.74
Painter, Aircraft	13.55
Painter, Maintenance	13.55
Pipefitter, Maintenance	18.54
Plumber, Maintenance	16.67
Pneudraulic Systems Mechanic	14.27
Rigger	15.27
Scale Mechanic	12.69
Sheet-Metal Worker, Maintenance	13.13
Small Engine Mechanic	11.54
Telecommunication Mechanic I	15.74
Telecommunication Mechanic II	17.98
Telephone Lineman	15.74
Welder, Combination, Maintenance	13.24
Well Driller	16.41
Woodcraft Worker	15.27
Woodworker	11.53
Miscellaneous Occupations	
Animal Caretaker	8.18
Carnival Equipment Operator	8.50
Carnival Equipment Repairer	10.27
Carnival Worker	7.20
Cashier	7.45
Desk Clerk	6.94
Embalmer	17.93
Lifeguard	9.42
Mortician	19.93
Park Attendant (Aide)	11.84
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.44
Recreation Specialist	11.95
Recycling Worker	11.34
Sales Clerk	8.58
School Crossing Guard (Crosswalk Attendant)	9.11
Sport Official	9.42
Survey Party Chief (Chief of Party)	16.29
Surveying Aide	11.04
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.81
Swimming Pool Operator	10.68
Vending Machine Attendant	10.42
Vending Machine Repairer	12.28
Vending Machine Repairer Helper	9.07
Personal Needs Occupations	
Child Care Attendant	7.17
Child Care Center Clerk	11.77
Chore Aid	7.39
Homemaker	7.25
Plant and System Operation Occupations	
Boiler Tender	15.21
Sewage Plant Operator	14.27
Stationary Engineer	15.27
Ventilation Equipment Tender	11.48
Water Treatment Plant Operator	14.27
Protective Service Occupations	
Alarm Monitor	10.24
Corrections Officer	18.00
Court Security Officer	19.14
Detention Officer	18.00
Firefighter	18.02
Guard I	9.20
Guard II	12.82
Police Officer	21.40
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	12.65
Hatch Tender	13.22
Line Handler	12.34
Stevedore I	11.18

Stevedore II	13.45
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	13.45
Archeological Technician II	15.04
Archeological Technician III	18.65
Cartographic Technician	14.81
Civil Engineering Technician	16.04
Computer Based Training (CBT) Specialist/ Instructor	17.25
Drafter I	14.28
Drafter II	15.54
Drafter III	19.84
Drafter IV	22.19
Engineering Technician I	11.79
Engineering Technician II	12.85
Engineering Technician III	16.40
Engineering Technician IV	18.39
Engineering Technician V	21.58
Engineering Technician VI	22.76
Environmental Technician	17.50
Flight Simulator/Instructor (Pilot)	19.04
Graphic Artist	15.45
Instructor	17.25
Laboratory Technician	14.36
Mathematical Technician	18.39
Paralegal/Legal Assistant I	12.49
Paralegal/Legal Assistant II	14.63
Paralegal/Legal Assistant III	16.98
Paralegal/Legal Assistant IV	21.64
Photooptics Technician	21.14
Technical Writer	20.29
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	16.21
Weather Observer, Senior (3)	19.81
Weather Observer, Upper Air (3)	16.21
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	11.22
Parking and Lot Attendant	7.01
Shuttle Bus Driver	9.96
Taxi Driver	8.49
Truckdriver, Heavy Truck	14.37
Truckdriver, Light Truck	9.96
Truckdriver, Medium Truck	10.90
Truckdriver, Tractor-Trailer	14.37

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span

of continuous service with the present contractor or successor, wherever employed, and with

the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for

any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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(s) and computes a proposed rate(s).
 - 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
 - 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
 - 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
 - 5) The contracting officer transmits the Wage and Hour decision to the contractor.
 - 6) The contractor informs the affected employees.
- Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination.
- Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Section Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

52.204-3	Taxpayer Identification	OCT 1998
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
(SEP 2002)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

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

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Feb 2002).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Dec 2001).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Sept 2002) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (APR 1984) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act --Supplies (May 2002) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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://www.farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(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 SEE SCOPE OF WORK 2.4 PERIOD OF PERFORMANCE provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed SEE SCOPE OF WORK.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561612**.

(2) The small business size standard is **\$10.5 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.

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

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

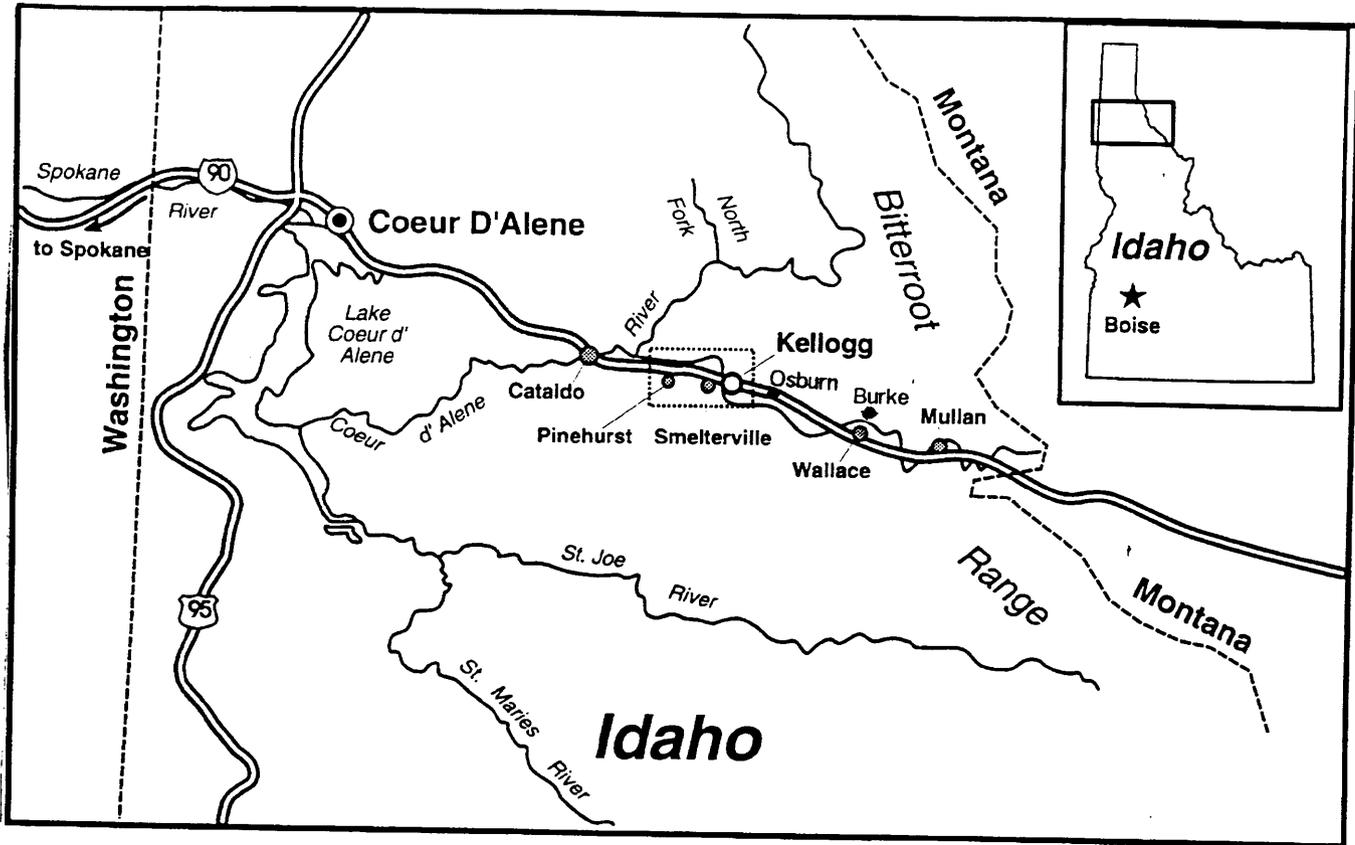
(d) Notice.

(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)




 Approximate Site Boundaries



NOT TO SCALE

U.S. ARMY ENGINEER DISTRICT
 CORPS OF ENGINEERS
 Sheet 1
 Site Vicinity Map
 Security Services
 Bunker Hill Superfund Site
 Shoshone County, Idaho

5

4

SMELTERVILLE
FLATS

MANNED
SITE ACCESS
GATE

SWEET
PUM
STAT

VEHICLE
DECONTAMINATION
STATION

GOVERNMENT
GULCH

VEHICLE
DECONTAMINATION
STATION

PHOSPHORIC
ACID PLANT

FORMER
ZINC
PLANT

DATE AND TIME PLOTTED: 05-MAR-1998 12:10 DESIGN FILE: I:\NIR\bbhspr\g01.dgn

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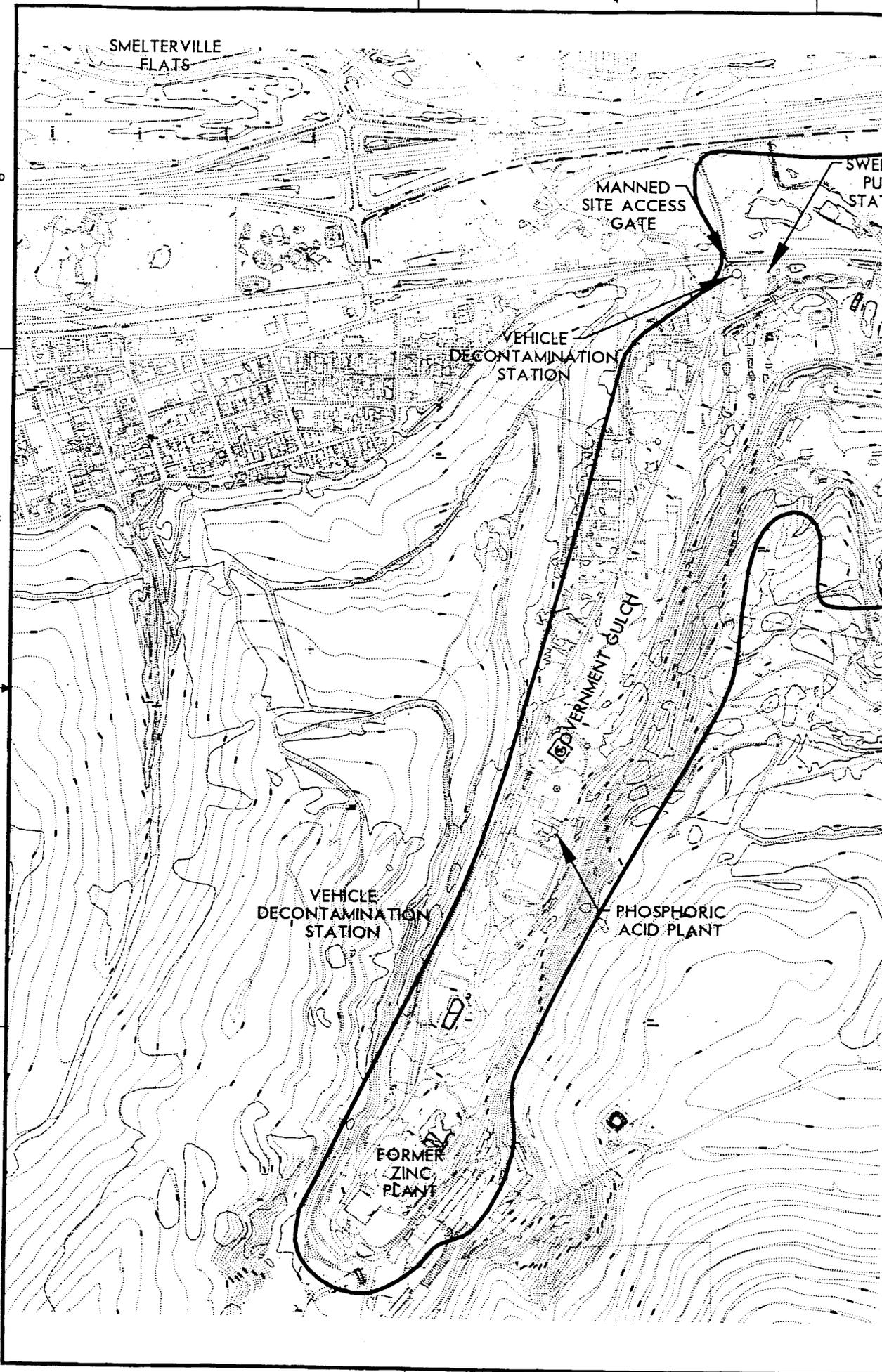
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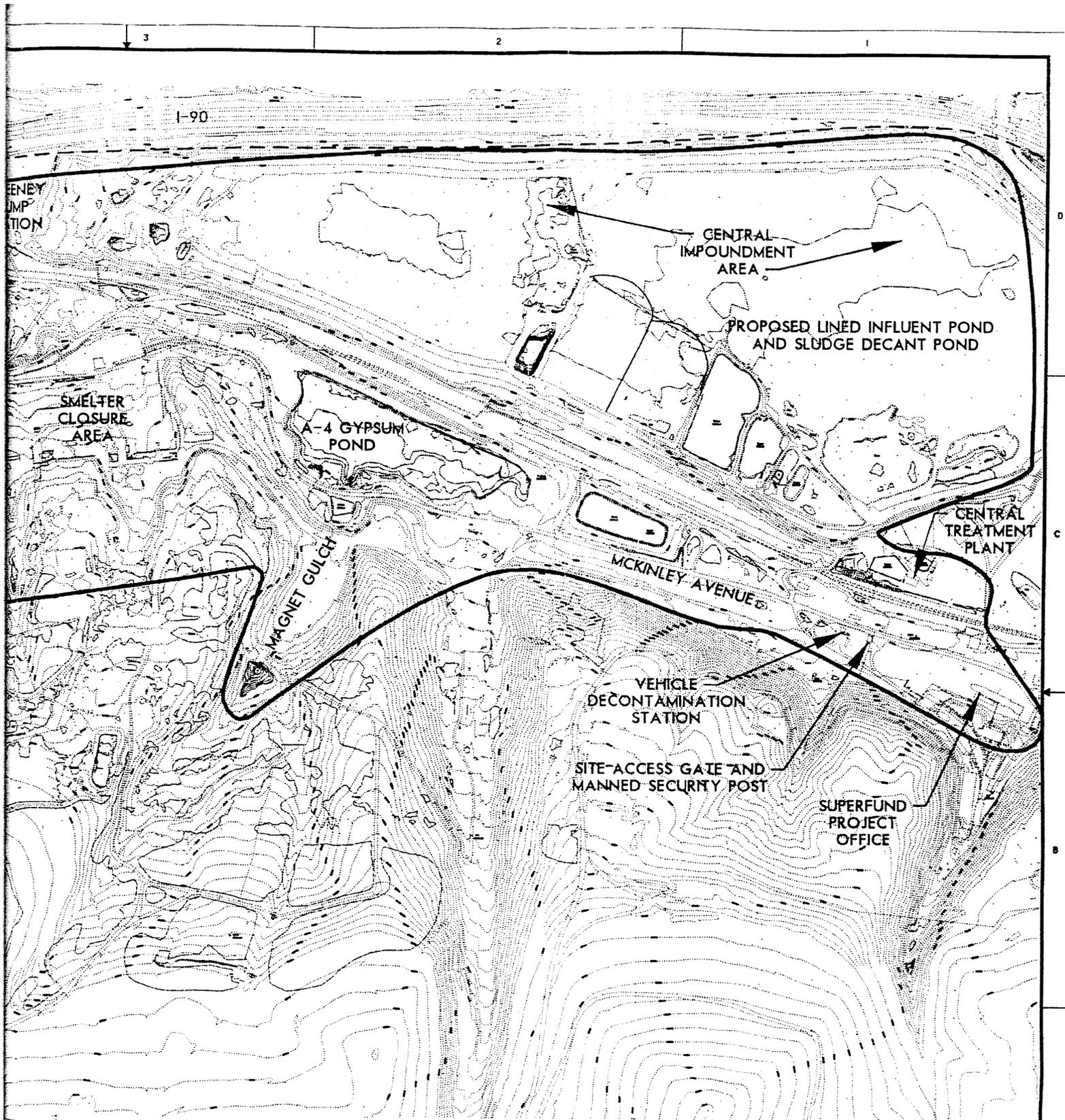
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LEGEND

 - LIMITS OF PATROL ON SITE



REDUCED TO SIZE OF FULL SIZE

U.S. ARMY ENGINEER DISTRICT, SEATTLE
CORPS OF ENGINEERS
SEATTLE, WASHINGTON

SECURITY CONTRACT
BUNKER HILL SUPERFUND SITE
GENERAL SITE PLAN
(FORMER INDUSTRIAL AREAS)

KELLOGG		IDAMC	
DATE	DESCRIPTION	FILE NO.	PLATE
F			
BY: FOG	DR. YANG		SHEET 2 OF 2

This project was developed by the Seattle Area Army Corps of Engineers. The project was developed by the Seattle Area Army Corps of Engineers. The project was developed by the Seattle Area Army Corps of Engineers.

ATTACHMENT 2

DATE AND TIME PLOTTED: 05-MAR-1998 12:10

DESIGN FILE: I:\hr\w\ehs\sf01.dgn