

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-2339-7045		PAGE 1 OF 44	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0026	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JACQUELI HENDERSON		b. TELEPHONE NUMBER (No Collect Calls) 410-962-3529		6. SOLICITATION ISSUE DATE 03-Feb-2003	
9. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715 TEL: 410-962-5638 FAX:		CODE CA31		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 4953 SIZE STANDARD: \$10.0		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
15. DELIVER TO OPS DIV TIOGA HAMMOND COWANESQ PAXTON WHIPPLE RD 1, BOX 65 TIOGA PA 16946 TEL: 570-835-5281 FAX:		CODE E1R0800		16. ADMINISTERED BY		12. DISCOUNT TERMS	
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.		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					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input 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 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>0</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	
						40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 30 - BLOCK 14 CONTINUATION PAGE

CLAUSES INCORPORATED BY FULL TEXT

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	REFUSE SERVICE, TIOGA-HAMMOND FFP CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROVIDE THE FOLLOWING SERVICES IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS: FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF TRASH, RUBBISH, AND GARBAGE AT THE PUBLIC USE AND ADMINISTRATIVE AREAS AT THE TIOGA AND HAMMOND LAKES AS PER THE DESIGNATED SCHEDULE. P.O.C.: PAX WHIPPLE (570)835-5281, CONTRACTING P.O.C.: JACKIE HENDERSON (410)962-3529 PURCHASE REQUEST NUMBER: W81W3G-2339-7045	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FURNISH ALL LABOR, MATERIAL, & EQUIPMENT FFP FURNISH ALL LABOR, MATERIAL, & EQUIPMENT FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF TRASH, RUBBISH, AND GARBAGE AT THE PUBLIC USE AND ADMINISTRATIVE AREAS AT THE COWANESQUE LAKE AS PER THE DESIGNATED SCHEDULE PURCHASE REQUEST NUMBER: W81W3G-2339-7045	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FURNISH ALL LABOR, MATERIAL, & EQUIPMENT FFP FURNISH ALL LABOR, MATERIAL, & EQUIPMENT FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF RECYCLABLE BROWN GLASS, CLEAR GLASS, & ALUMINUM AT THE PUBLIC USE AND ADMINISTRATIVE AREAS AT THE TIOGA AND HAMMOND LAKES AS PER THE DESIGNATED SCHEDULE PURCHASE REQUEST NUMBER: W81W3G-2339-7045	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	FURNISH ALL LABOR, MATERIAL, & EQUIPMENT FFP FURNISH ALL LABOR, MATERIAL, & EQUIPMENT FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF RECYCLABLE BROWN GLASS, CLEAR GLASS, & ALUMINUM AT THE PUBLIC USE AND ADMINISTRATIVE AREAS AT COWANESQUE LAKE AS PER THE DESIGNATED SCHEDULE PURCHASE REQUEST NUMBER: W81W3G-2339-7045	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	REFUSE SERVICE, TIOGA-HAMMOND FFP CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROVIDE THE FOLLOWING SERVICES IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS: FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF TRASH, RUBBISH, AND GARBAGE AT THE PUBLIC USE AND ADMINISTRATIVE AREAS AT THE TIOGA AND HAMMOND LAKES AS PER THE DESIGNATED SCHEDULE. P.O.C.: PAX WHIPPLE (570)835-5281, CONTRACTING P.O.C.: JACKIE HENDERSON (410)962-3529	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	FURNISH ALL LABOR, MATERIAL, & EQUIPMENT FFP FURNISH ALL LABOR, MATERIAL, & EQUIPMENT FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF TRASH, RUBBISH, AND GARBAGE AT THE PUBLIC USE AND ADMINISTRATIVE AREAS AT THE COWANESQUE LAKE AS PER THE DESIGNATED SCHEDULE	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Lump Sum		
OPTION	FURNISH ALL LABOR, MATERIAL, & EQUIPMENT FFP FURNISH ALL LABOR, MATERIAL, & EQUIPMENT FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF RECYCLABLE BROWN GLASS, CLEAR GLASS, & ALUMINUM AT THE PUBLIC USE AND ADMINISTRATIVE AREAS AT THE TIOGA AND HAMMOND LAKES AS PER THE DESIGNATED SCHEDULE				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lump Sum		
OPTION	FURNISH ALL LABOR, MATERIAL, & EQUIPMENT FFP FURNISH ALL LABOR, MATERIAL, & EQUIPMENT FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF RECYCLABLE BROWN GLASS, CLEAR GLASS, & ALUMINUM AT THE PUBLIC USE AND ADMINISTRATIVE AREAS AT COWANESQUE LAKE AS PER THE DESIGNATED SCHEDULE				

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government

0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	24-FEB-2003	1	OPS DIV TIOGA HAMMOND COWANESQ PAXTON WHIPPLE RD 1, BOX 65 TIOGA PA 16946 570-835-5281 FOB: Destination	E1R0800
0002	24-FEB-2003	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0800
0003	24-FEB-2003	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0800
0004	24-FEB-2003	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0800
0005	01-OCT-2003	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0800
0006	01-OCT-2003	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0800
0007	01-OCT-2003	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0800
0008	01-OCT-2003	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0800

CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.217-5	Evaluation Of Options	JUL 1990
52.217-8	Option To Extend Services	NOV 1999

52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-6 Alt I	Notice of Total Small Business Set-Aside (Jul 1996) - Alternate I	OCT 1995
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-5	Authorized Deviations In Provisions	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.225-7000	Buy American Act--Balance Of Payments Program Certificate	SEP 1999
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

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

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

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

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

(End of provision)

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

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

Price and Prior performance

Technical and past performance, when combined, are significant.

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

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

(End of clause)

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

(a) Definitions. As used in this provision:

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

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 is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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

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

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

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

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

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

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a 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 place of ownership, 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 on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

___ Black American.

___ Hispanic American.

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

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

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

____ Individual/concern, other than one of the preceding.

(d) 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 as defined in the clause of this solicitation entitled "Buy American Act --Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--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)(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.

(j) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals () 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 () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

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

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-5, Audit and Records-Negotiation.

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

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

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

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

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

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

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

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

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

(End of clause)

52.217-9 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 60 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 September 2004.

(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 56211.

(2) The small business size standard is 4953.

(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)

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

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

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

11300 Refuse Collector	\$11.11 PER HOUR
31362 Refuse Truck Driver	\$14.88 PER HOUR

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 2003. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2003, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR
REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

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://farsite.hill.af.mil>

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
 - (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
 - (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
 - (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
 - (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, 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 confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

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

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

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

STATEMENT OF WORK

SPECIFICATIONS

C.1. The contractor shall furnish the necessary supplies, labor, tools and equipment for;
A] the collection, transporting and disposal of trash, rubbish and garbage at the public use and administrative facilities at the Tioga-Hammond/Cowanesque Lakes as per the designated schedule.

B] the collection, transportation and disposal of recyclable brown glass, clear glass, and aluminum as per designated schedule

Fall Schedule Winter schedule Spring schedule
Summer schedule

C.1.1. The contractor shall collect the garbage, trash, and refuse from the following areas:

[WINTER SCHEDULE] - the second and fourth Mondays of the month for the months of January, February and March.

TIOGA-HAMMOND PROJECT

Ives Run Project Office	1 ea 30 gal. can
Ives Run Ranger Station/Visitor Center	1ea 30 gal. can
Ives Run Maintenance	2 ea 3 cubic yd. dumpster
Tioga-Hammond Dam Maintenance	1 ea 3 cubic yd. dumpster

Tioga Tailrace	1 ea 30 gal. can
Stephenhouse Pavilion	1 ea 3 cubic yd. dumpster
Pine Camp	2 ea 30 gal. Cans
Ives Run Day Use Launch	1 ea 3 cubic yd. dumpster

COWANESQUE PROJECT

Cowanesque Dam Maintenance	3 ea 30 gal. Cans
North Overlook	2 ea 30 gal. cans
North Access	2 ea 30 gal. Cans* eliminate due to closed to vehicles ?
South Overlook	2 ea 30 gal. cans
South Access	2 ea 30 gal. Cans * eliminate due to closed to vehicles?
West Launch	1 ea 3 cubic yd. dumpster
Lawrence	1 ea 3 cubic yd. dumpster

C.1.2. The contractor shall collect the garbage, trash, and refuse from the following areas:

[SPRING SCHEDULE] - [a] once a week on Mondays beginning the first Monday in April and continuing through the Monday preceding Memorial day.

TIOGA-HAMMOND PROJECT

Ives Run Project Office	1 ea 30 gal.. can
Ives Run Ranger Station/Visitor Center	1 ea 30 gal. can
Ives Run Maintenance	2 ea 3 cubic yd. dumpster
Tioga-Hammond Dam Maintenance	1 ea 3 cubic yd. dumpster
Tioga Tailrace	1 ea 30 gal. can
Hammond Overlook	1 ea 30 gal. Can

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Stephenhouse Pavilion	1 ea 3 cubic yd. dumpster
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**Ives Run Day Use Boat Launch 1 ea
3 cubic yd. dumpster**

Ives Run Fish Cleaning Station	1 ea 30 gal can
Ives Run South Pavilion	1 ea 3 cubic yd. dumpster
Ives Run North Pavilion	1 ea 3 cubic yd. dumpster
Ives Run Lakeside Pavilion	1 ea 3 cubic yd. dumpster
Ives Run Beach House	1 ea 3 cubic yd. dumpster
	2 ea 30 gal cans [beach]
Pine camp	2 ea 30 gal cans
Lambs Creek	1 ea 3 cubic yd. dumpster [launch area]
	1 ea 3 cubic yd. dumpster [picnic area]

COWANESQUE PROJECT

Cowanesque Dam Maintenance	3 ea 30 gal. cans
North Overlook	2 ea 30 gal. cans
North Access	2 ea 30 gal. cans * eliminate due to closed for vehicles
South Overlook	2 ea 30 gal. cans
South Access	2 ea 30 gal. cans *eliminate due to closed for vehicles

Oneida	1 ea 3 cubic yd. dumpster
Mohawk	1 ea 3 cubic yd. dumpster
Iroquois	1 ea 3 cubic yd. dumpster
	1 ea 30 gal. can[playground area]
West Boat Launch	1 ea 3 cubic yd. dumpster
East Boat Launch	1 ea 3 cubic yd. dumpster
Tompkins Camper's Launch	1 ea 3 cubic yd. dumpster
South Shore Beach	1 ea 3 cubic yd. dumpster[west parking area]
	1 ea 3 cubic yd. dumpster[east parking area]
	2 ea 30 gal cans[along handicap path]
Lawrence	1 ea 3 cubic yd. dumpster

[SPRING SCHEDULE] - [b] once a week on Mondays beginning the last Monday in April and continuing through the Monday preceding Memorial day.

TIOGA-HAMMOND PROJECT

Ives Run Campground	3 ea 8 cubic yd. dumpsters
Ives Run Camp Store	1 ea 30 gal. can

[SPRING SCHEDULE] - [c] once a week on Mondays beginning the Monday preceding 15 May and continuing through the Monday preceding Memorial day.

COWANESQUE PROJECT

Tompkins Campground Entrance	2 ea 8 cubic yd. dumpsters
Cove Camp/Campers Beach	1 ea 3 cubic yd. dumpster
Meadow Camp	1 ea 3 cubic yd. dumpster
Tompkins Hike-In	1 ea 3 cubic yd. dumpster

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C.1.3. The contractor shall collect garbage, trash, and refuse from the following areas:

[SUMMER SCHEDULE]-[A] Twice a week on Mondays and Fridays beginning the Friday preceding Memorial day and ending the Friday after Labor day and the day immediately following Memorial day and Labor day.

TIOGA-HAMMOND PROJECT

Ives Run Project Office	1 ea 30 gal. can
Ives Run Ranger Station/Visitor Center	1 ea 30 gal. can
Ives Run Maintenance	2 ea 3 cubic yd. dumpster
Ives Run Day Use Beach	1 ea 3 cubic yd. Dumpster
	2 ea 30 gal. cans
Ives Run Campground	3 ea 8 cubic yd. dumpsters
Ives Run Camp Store	1 ea 30 gal. can
Pine Camp	1 ea 3 cubic yd. dumpster

Ives Run North Pavilion	1 ea 3 cubic yd. dumpster
Ives Run South Pavilion	1 ea 3 cubic yd. dumpster
Ives Run Lakeside	1 ea 3 cubic yd. dumpster
Ives Run Day Use Boat Launch	1 ea 3 cubic yd. dumpster
Ives Run Fish Cleaning Station	1 ea 30 gal. can
Stephenhouse Pavilion	1 ea 3 cubic yd. dumpster
Lambs Creek	1 ea 3 cubic yd. dumpster[launch area] 1 ea 3 cubic yd. dumpster [picnic area]
Tioga Tailrace	1 ea 30 gal. can
Hammond Overlook	1 ea 30 gal. can

COWANESQUE PROJECT

Cowanesque Dam Maintenance	3 ea 30 gal. cans
North Overlook	2 ea 30 gal. cans
North Access	2 ea 30 gal. cans * eliminate due to closed to vehicles
South Overlook	2 ea 30 gal. cans
South Access	2 ea 30 gal. cans * eliminate due to closed to vehicles
Tompkins Campground Entrance	2 ea 8 cubic yd. dumpsters
Cove Camp /Campers Beach	1 ea 3 cubic yd. dumpster
Campers Launch	1 ea 3 cubic yd. dumpster
Meadow Camp	1 ea 3 cubic yd. dumpster
Tompkins Hike-In	1 ea 3 cubic yd. dumpster
South Shore Beach	1 ea 3 cubic yd. dumpster[west parking area] 1 ea 3 cubic yd. dumpster[east parking area] 2 ea 30 gal. cans [along handicap path]
Iroquois Area	1 ea 3 cubic yd. dumpster 1 ea 30 gal. can [playground area]
Mohawk Area	1 ea 3 cubic yd. dumpster
Oneida Area	1 ea 3 cubic yd. dumpster
West Boat Launch	1 ea 3 cubic yd. dumpster

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East Boat Launch	1 ea 3 cubic yd. dumpster
Locust Grove Area	1 ea 30 gal. can
Lawrence	1 ea 3 cubic yd. dumpster

[SUMMER SCHEDULE]-[b] Once a week on Fridays beginning the Friday after Memorial day and ending the Friday after Labor day.

TIOGA-HAMMOND PROJECT

Tioga-Hammond Dam Maintenance	1 ea 3 cubic yd. dumpster
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C.1.4. The contractor shall collect garbage, trash, and refuse from the following areas:

[FALL SCHEDULE] -[a] Once a week on Mondays beginning the Monday after Labor day and ending the first Monday in November

COWANESQUE PROJECT

Oneida	1 ea 3 cubic yd. dumpster
Iroquois	1 ea 3 cubic yd. dumpster

Mohawk	1 ea 30 gal can
S Shore Beach Area	1 ea 3 cubic yd. dumpster
	1 ea 3 cubic yd. dumpster-[west parking area]
	1 ea 3 cubic yd. dumpster-[east parking area]
	2 ea 30 gal cans[along handicap path]
East Boat Launch	1 ea 3 cubic yd. dumpster
TIOGA-HAMMOND PROJECT	
Ives Run Campground	3 ea 8 cubic yd. dumpsters
Ives Run Campstore	1 ea 30 gal. can
Ives Run Fish Cleaning Station	1 ea 30 gal. can
Ives Run South Pavilion	1 ea 3 cubic yd. dumpster
Ives Run North Pavilion	1 ea 3 cubic yd. dumpster
Ives Run Beach House	1 ea 3 cubic yd. dumpster/2 ea 30 gal. can[beach]
Lakeside Pavilion	1 ea 3 cubic yd. dumpster
Lambs Creek	1 ea 3 cubic yd. dumpster[launch area]
	1 ea 3 cubic yd. dumpster[picnic area]
Hammond Overlook	1 ea 30 gal can

[FALL SCHEDULE]-[b] Once a week on Mondays beginning the Monday after Labor Day and ending the last Monday of December

TIOGA-HAMMOND PROJECT

Ives Run Project Office	1 ea 30 gal. can
Ives Run Ranger Station/Visitor Center	1 ea 30 gal. can
Ives Run Maintenance	2 ea 3 cubic yd. dumpster
Ives Run Day Use Boat Launch	1 ea 3 cubic yd. dumpster
Tioga-Hammond Dam Maintenance	1 ea 3 cubic yd. dumpster
Tioga Tailrace	1 ea 30 gal. can
Stephenhouse Pavilion	1 ea 3 cubic yd. dumpster
Pine Camp	2 ea 30 gal. cans

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COWANESQUE PROJECT

Cowanesque Dam Maintenance	3 ea 30 gal. cans
North Overlook	2 ea 30 gal. cans
North Access	2 ea 30 gal. cans * eliminate due to closed for vehicles
South Overlook	2 ea 30 gal. cans
South Access	2 ea 30 gal. cans* eliminate due to closed for vehicles
Tompkins Boat Launch	1 ea 3 cubic yd. dumpster
West Boat Launch	1 ea 3 cubic yd. dumpster
Lawrence	1ea 3 cubic yd. dumpster

C.1.5. The contractor will be responsible for providing new liners in all garbage cans during each pickup. The liners shall be constructed of high density polyethylene, and a minimum .090 thickness. Liners will be green ,tan, brown, or black in color.

C.1.6. Garbage pickup for the Campgrounds and Day Use areas will be completed between the hours of 08:00 A.M. and 12:00 Noon. All other areas will be picked up between 08:00 A.M. and 04:00 P.M.

C.1.7. At the time of pickup all garbage containers shall be emptied and all trash adjacent to the containers shall be collected. The contractor will also be responsible for cleaning up any spillage from the containers.

C.1.8. The contractor shall clean and disinfect all solid waste containers at each pick-up. The contractor will avoid spilling any water or other contaminants from this cleaning. The contractor will be required to receive prior approval from the Contracting Officer's representative for any and all disinfectants to be used for this purpose.

C.1.9 Recycle schedule- The contractor shall be required to provide divided recyleable containers ,16 cubic yd. minimum size, labeled Brown glass, Clear glass, Aluminum, and plastic at the designated areas . The contractor shall be responsible to monitor the containers and empty them as required and deliver the contents to an authorized recycle receiving area for proper distribution.

At a minimum these containers shall be emptied on the second Monday in July and September.

C.1.9.1 Designated recycle container locations

TIOGA-HAMMOND PROJECT
Ives Run Campground

COWANESQUE PROJECT
Tompkins Campground

C.1.10. The contractor will maintain a log book with the date and time of arrival, departure and any other pertinent information for each pickup. A copy of this log will be submitted for each month to the Park Manager's office by the last day of the month.

C.1.11. All garbage, trash and refuse picked up under the requirements of this contract will be properly disposed of at an approved landfill or recycleable receiving center and meet all of the requirements of Local, State, and Federal laws. This will include compliance with the Waste Transportation Safety Act of Pa. that requires waste collection haulers to register with DEP.

C.1.12 The contractor will submit an invoice at the end of each month to the Park Manager's office for review and processing.

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Deductions will be made for missed pick ups or other deficiencies. The contractor shall provide additional pick-ups as may be requested by the Contracting Officer or his representative and invoice the government for the additional pick-up at the contract rate .

C.2 Special Conditions/Security

C.2.1. The contractor shall have sufficient labor, equipment and supplies to perform all work required and will be subject to the approval of the authorized representative of the Contracting Officer.

C.2.2. All contract employees shall wear a suitable, recognizable uniform and/ or identification insignias with the contractor name visibly displayed. Uniforms and/or insignias will be subject to approval of the Contracting Officer's representative. All vehicles used by the contractor shall be visibly marked with the contractor's name and be readily identifiable.

C.2.2.3 All contractor employees that will be required to enter a secured area to make a trash pick-up must be a citizen of the United States of America or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card, Form I 151 or who presents other evidence from the INS that employment will not affect his or her

immigration status . Upon entry into a restricted area the contractor will be subject to a visual inspection of his vehicle and an ID check of all occupants.

C.3. Safety and Health

C.3.1. The contractor shall use the existing service routes while making collections. The contractor's drivers will comply with all applicable Local, State, and Federal laws and regulations. All of the contractor's vehicles used for collections shall also comply with all applicable Local, State, and Federal laws and regulations. Compliance with all posted traffic control signs is mandatory. Only the contractor and his employees are authorized to ride on or in the equipment used by the contractor. There will be no driving on turf areas. The contractor shall be issued a US ARMY CORPS OF ENGINEERS SAFETY AND HEALTH MANUAL EM 385-1-1 and will comply with all pertinent requirements contained therein . The contractor shall submit for approval a Safety Plan and Activity Hazard Analysis to the Contracting Officer and shall be required to follow approved plans.

C.3.2. Special care shall be exercised to avoid damage to any of the facilities. The contractor shall repair or replace any damaged buildings, signs, facilities or any other damaged government property that is a result of the contractors failure to exercise reasonable care in the performance of this contract. If the contractor fails or refuses to repair any such damage the Contracting Officer may have all necessary work performed and charge the cost to the contractor. The contractor will also exercise extreme care to protect all visitors from injury and their property from damage. The contractor shall be responsible for any and all such claims. The contractor shall report all incidences/ accidents resulting in damage or injury to the park office immediately. Any items found on the Government property will be turned in to the Park Manager's office.

C.3.3. The U.S. Army Corps of Engineers will furnish cans and dumpsters.

C.3.4. Prospective Bidders should contact the Maintenance Foreman L.P. Whipple at the Tioga-Hammond/Cowanesque Lakes Project, R.R.#1 Box 65, Tioga, PA 16946, (717)835-5281 to arrange for a site visit prior to submitting a bid.

DELIVERIES AND PERFORMANCE

F.1. Contract Period

[a] The contract awarded hereunder shall begin)24 February 2003 and shall end 30 September 2003 both dates inclusive unless terminated sooner under the provisions of this contract.

[b] Option year I - 01 October 2003 to 30 September 2004

SUPPLIES OR SERVICES AND PRICES/COSTS

The contractor will submit a per unit price and additional pick ups may be required at the per unit price.

BASE YEAR

The contractor shall furnish the necessary supplies, labor tools and equipment for the collection , transporting and disposal of trash, rubbish and garbage and recycleable pick-ups in accordance with the scope of work and specifications contained under section C for the period of 24 February 2003 through 30 September 2004.

ITEM	ESTIMATED]	UNIT[S] QUANTITY	UNITS	TOTAL	UNIT PRICE	AMOUNT
01-1 Ives Run project Office		48	1cn	48		
01-2 Ives Run Mtn.		48	2x3cu.yd	96		
01-3 Ives Run Beach		44	1x3cu.yd	44		
<u>01-3.1 Ives Run Beach</u>		<u>44</u>	<u>2cns</u>	<u>44</u>		
01-4 Ives Run Campground		41	3x8cu.yd.	123		
01-5 Ives Run Camp Store		41	1 cn	41		
01-6 Ives Run Pine Camp		37	1x3cu.yd	37		
01-6.1 Ives Run Pine Camp		11	2 cns	22		
01-7 Ives Run North Pav.		44	1x3cu.yd.	44		
01-8 Ives Run South Pav.		44	1x3cu.yd.	44		
01-9 Stephenhouse		48	1x3cu.yd.	48		
01-110 Lakeside Pav.		44	1x3cu.yd.	44		
01-111 I.R. Day Use Launch		48	1x3cu.yd.	48		
01-112 I.R. Fish Cleaning Sta.		44	1 cn	44		
01-113 Lambs Creek		44	2x3cu.yd.	88		
01-114 Ives Run Ranger Bld. /Visitor Center		48	1cn	48		
01-115 T/H Dam Mtn.		30	1x3cu.yd	30		
01-116 Hammond Overlook		44	1 cn	44		
01-117 Tioga Tailrace		48	1 cn	48		
01-118 Cowanesque Dam Mtn.		48	3 cns	144		
01-119 North Overlook		48	2 cns	96		
01-120 North Access *			2 cn			
01-121 South Overlook		48	2 cn	96		
01-122 South Access *			2 cn			
01-123 Tompkins Campground		35	2x8cu.yd.	70		
01-124 Cove/Campers Beach		35	1x3cu.yd.	35		
01-125 Campers Launch		44	1x3cu.yd.	44		

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01-126 Meadow		35	1x3cu.yd.	35		
01-127 Tompkins Hike-In		35	1x3cu.yd.	35		
01-128 S.S. Beach East Lot		44	1x3cu.yd.	44		
01-129 S.S. Beach West Lot		44	1x3cu.yd.	44		
<u>01-130 S.S Beach Handicap path</u>		<u>44</u>	<u>2 cns</u>	<u>88</u>		
01-131 Iroquois Shelter		44	1x3cu.yd.	44		
01-132 Iroquois Playground		44	1 cn	44		

01-133 Mohawk	44	1x3cu.yd.	44
01-134 Oneida	44	1x3cu.yd.	44
01-135 West Launch	48	1x3cu.yd.	48
01-136 East Launch	44	1x3cu.yd.	44
01-137 Lawrence	48	1x3cu.yd.	48
01-138 Locust	33	1cn	33
01-139 Ives Run Recycle *minimum	2	1x16cu. yd.	2
01-140 Tompkins Recycle *minimum	2	1x16cu.yd.	2

Base year FY2003 total contract amount _____

The contractor shall furnish the necessary supplies, labor tools and equipment for the collection , transporting and disposal of trash, rubbish and garbage in accordance with the scope of work and specifications contained under section C for the period of October 1 2003 through September 30, 2004.

ITEM	[ESTIMATED]	UNIT[S]	TOTAL	UNIT PRICE
AMOUNT		QUANTITY UNITS		
02-1 Ives Run Project Office		62 1cn	62	
02-2 Ives Run Mtn.		62 2x3cu. yd.	124	
02-3 Ives Run Beach		48 1x3cu. yd.	48	
02-3.1 Ives run Beach		48 2cns	96	
02-4 Ives Run Campground		45 3x8cu. yd.	135	
02-5 Ives Run Camp Store		45 1 cn	45	
02-6 Ives Run Pine Camp		48 1x3cu. yd	48	
02-6.1 Ives Run Pine Camp		14 2 cns	28	
02-7 Ives Run North Pav.		48 1x3cu. yd	48	
02-8 Ives Run South Pav.		48 1x3 cu.yd	48	
02-9 Stephenhouse		62 1x3 cu.yd	62	
02-110 Lakeside Pav.		48 1x3cu.yd	48	
02-111 I.R. Day Use Launch		62 1x3cu.yd	62	
02-112 I.R. Fish Cleaning		48 1cn	48	
02-113 Lambs Creek		52 2x3cu.Yd	104	
02-114 I.R. Ranger/Visitor Center Bld		62 1cn	62	
02-115 T/H Dam Mtn.		46 1x3cu.yd	46	
02-116 Hammond Overlook		48 1cn	48	
02-117 Tioga Tailrace		62 1cn	62	
02-118 Cowanesque Dam Mtn.		62 3cns	186	
02-119 North Overlook		62 2cns	124	
02-120 North Access		2cns		
02-121 South Overlook		62 2cns	124	
02-122 South Access		2cns		
02-123 Tompkins Campground		35 2x8cu.yd	70	
02-124 Cove/Campers Beach		35 1x3cu.yd	35	

02-125 T Campers Launch	56	1x3cu.yd	56
02-126 Meadow	35	1x3cu.yd	35
02-127 Tompkins Hike-In	35	1x3cu.yd	35
02-128 S.S Beach East Lot	48	1x3cu.yd	48
02-129 S.S. Beach West Lot	48	1x3cu.yd	48
02-130 S.S. Beach Handicap path	48	2cns.	96
02-131 Iroquois Shelter	48	1x3cu.yd	48
02-132 Iroquois Playground	48	1cn.	48
02-133 Mohawk Shelter	48	1x3cu.yd	48
02-134 Oneida Shelter	48	1x3cu.yd	48
02-135 West Launch	62	1x3cu.yd	62
02-136 East Launch	48	1x3cu.yd	48
02-137 Lawrence	62	1x3cu.yd	62
02-138 Locust	32	1cn	32
02-139 I.R. Recycle	2	1x16cu.yd	2
02-140 Tompkins Recycle	2	1x16cu.yd	2

FY Year 2004 total contract amount _____

Base year 24 February 2003 through 30 September 2003 _____

Option year one October 2003 through 30 September 2004 _____

WAGE DETERMINATION DECISION

WAGE DETERMINATION DECISION

OF THE SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 94-2453 (Rev. 17) dated 29 May 2002

State(s): Pennsylvania

Areas: Pennsylvania COUNTIES OF Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe, Pike, Schuylkill, Sullivan, Susquehanna, Tioga, Wayne, Wyoming

WAGE DETERMINATION NO: 94-2453 REV (17) AREA: PA, SCRANTON
 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.: 1994-2453
 | Revision No.: 17

Director Wage Determinations | Date Of Last Revision: 05/29/2002

State: Pennsylvania
 Area: Pennsylvania Counties of Bradford, Carbon, Columbia, Lackawanna, Luzerne,
 Lycoming, Monroe, Pike, Schuylkill, Sullivan, Susquehanna, Tioga, Wayne, Wyoming

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.93
Accounting Clerk II	11.11
Accounting Clerk III	12.76
Accounting Clerk IV	14.33
Court Reporter	11.24
Dispatcher, Motor Vehicle	10.02
Document Preparation Clerk	10.10
Duplicating Machine Operator	10.10
Film/Tape Librarian	9.87
General Clerk I	8.29
General Clerk II	10.66
General Clerk III	11.63
General Clerk IV	14.73
Housing Referral Assistant	13.63
Key Entry Operator I	8.76
Key Entry Operator II	10.29
Messenger (Courier)	8.41
Order Clerk I	11.07
Order Clerk II	14.16
Personnel Assistant (Employment) I	9.27
Personnel Assistant (Employment) II	11.74
Personnel Assistant (Employment) III	12.97
Personnel Assistant (Employment) IV	14.66
Production Control Clerk	14.05
Rental Clerk	8.97
Scheduler, Maintenance	9.93
Secretary I	9.93
Secretary II	11.31
Secretary III	13.63
Secretary IV	14.86
Secretary V	16.49
Service Order Dispatcher	10.01
Stenographer I	9.44
Stenographer II	11.01
Supply Technician	13.25
Survey Worker (Interviewer)	10.22
Switchboard Operator-Receptionist	8.62
Test Examiner	11.31
Test Proctor	11.31
Travel Clerk I	9.77
Travel Clerk II	10.24
Travel Clerk III	10.93
Word Processor I	8.77
Word Processor II	10.95
Word Processor III	12.25
Automatic Data Processing Occupations	
Computer Data Librarian	10.81
Computer Operator I	11.25
Computer Operator II	12.65
Computer Operator III	15.27
Computer Operator IV	15.92
Computer Operator V	17.66
Computer Programmer I (1)	12.85
Computer Programmer II (1)	15.60
Computer Programmer III (1)	19.36
Computer Programmer IV (1)	23.19
Computer Systems Analyst I (1)	21.91

Computer Systems Analyst II (1)	25.63
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	12.43
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	14.23
Automotive Glass Installer	13.29
Automotive Worker	13.29
Electrician, Automotive	13.81
Mobile Equipment Servicer	12.41
Motor Equipment Metal Mechanic	14.23
Motor Equipment Metal Worker	13.29
Motor Vehicle Mechanic	14.23
Motor Vehicle Mechanic Helper	11.95
Motor Vehicle Upholstery Worker	12.85
Motor Vehicle Wrecker	13.29
Painter, Automotive	13.81
Radiator Repair Specialist	13.30
Tire Repairer	11.99
Transmission Repair Specialist	14.23
Food Preparation and Service Occupations	
Baker	10.12
Cook I	9.47
Cook II	10.12
Dishwasher	8.09
Food Service Worker	8.09
Meat Cutter	10.12
Waiter/Waitress	8.41
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	13.81
Furniture Handler	12.58
Furniture Refinisher	15.19
Furniture Refinisher Helper	13.15
Furniture Repairer, Minor	14.09
Upholsterer	13.81
General Services and Support Occupations	
Cleaner, Vehicles	8.28
Elevator Operator	8.83
Gardener	9.88
House Keeping Aid I	7.77
House Keeping Aid II	8.83
Janitor	8.83
Laborer, Grounds Maintenance	8.95
Maid or Houseman	7.77
Pest Controller	10.28
Refuse Collector	9.28
Tractor Operator	9.65
Window Cleaner	9.64
Health Occupations	
Dental Assistant	11.48
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.48
Licensed Practical Nurse I	11.56
Licensed Practical Nurse II	12.98
Licensed Practical Nurse III	12.98
Medical Assistant	10.27
Medical Laboratory Technician	12.98
Medical Record Clerk	10.26
Medical Record Technician	14.22
Nursing Assistant I	8.12
Nursing Assistant II	9.13
Nursing Assistant III	9.96
Nursing Assistant IV	11.18
Pharmacy Technician	12.97
Phlebotomist	12.98
Registered Nurse I	15.47
Registered Nurse II	18.91
Registered Nurse II, Specialist	18.91

Registered Nurse III	22.88
Registered Nurse III, Anesthetist	22.88
Registered Nurse IV	27.43
Information and Arts Occupations	
Audiovisual Librarian	13.42
Exhibits Specialist I	13.38
Exhibits Specialist II	18.21
Exhibits Specialist III	20.48
Illustrator I	13.38
Illustrator II	18.08
Illustrator III	20.48
Librarian	18.40
Library Technician	11.24
Photographer I	12.03
Photographer II	13.89
Photographer III	18.91
Photographer IV	23.39
Photographer V	28.31
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.87
Counter Attendant	7.87
Dry Cleaner	9.86
Finisher, Flatwork, Machine	7.87
Presser, Hand	7.87
Presser, Machine, Drycleaning	7.87
Presser, Machine, Shirts	7.87
Presser, Machine, Wearing Apparel, Laundry	7.87
Sewing Machine Operator	10.63
Tailor	11.41
Washer, Machine	8.24
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	14.57
Tool and Die Maker	16.38
Material Handling and Packing Occupations	
Forklift Operator	13.42
Fuel Distribution System Operator	14.00
Material Coordinator	14.75
Material Expediter	14.75
Material Handling Laborer	12.20
Order Filler	10.45
Production Line Worker (Food Processing)	13.08
Shipping Packer	11.54
Shipping/Receiving Clerk	10.49
Stock Clerk (Shelf Stocker; Store Worker II)	12.94
Store Worker I	11.30
Tools and Parts Attendant	14.63
Warehouse Specialist	14.63
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	15.65
Aircraft Mechanic Helper	13.15
Aircraft Quality Control Inspector	16.13
Aircraft Servicer	14.09
Aircraft Worker	14.56
Appliance Mechanic	15.19
Bicycle Repairer	12.38
Cable Splicer	18.00
Carpenter, Maintenance	15.88
Carpet Layer	14.56
Electrician, Maintenance	18.94
Electronics Technician, Maintenance I	17.73
Electronics Technician, Maintenance II	18.66
Electronics Technician, Maintenance III	20.61
Fabric Worker	12.81
Fire Alarm System Mechanic	15.65
Fire Extinguisher Repairer	13.62
Fuel Distribution System Mechanic	15.65

General Maintenance Worker	13.52
Heating, Refrigeration and Air Conditioning Mechanic	15.17
Heavy Equipment Mechanic	14.97
Heavy Equipment Operator	16.38
Instrument Mechanic	16.38
Laborer	10.23
Locksmith	15.19
Machinery Maintenance Mechanic	15.35
Machinist, Maintenance	14.89
Maintenance Trades Helper	13.15
Millwright	18.00
Office Appliance Repairer	16.71
Painter, Aircraft	15.53
Painter, Maintenance	16.44
Pipefitter, Maintenance	17.37
Plumber, Maintenance	16.97
Pneudraulic Systems Mechanic	15.65
Rigger	15.65
Scale Mechanic	14.56
Sheet-Metal Worker, Maintenance	16.64
Small Engine Mechanic	15.23
Telecommunication Mechanic I	16.90
Telecommunication Mechanic II	17.40
Telephone Lineman	16.90
Welder, Combination, Maintenance	14.23
Well Driller	15.65
Woodcraft Worker	15.65
Woodworker	12.73
Miscellaneous Occupations	
Animal Caretaker	8.75
Carnival Equipment Operator	9.07
Carnival Equipment Repairer	9.47
Carnival Worker	8.09
Cashier	6.70
Desk Clerk	8.22
Embalmer	19.02
Lifeguard	9.26
Mortician	17.39
Park Attendant (Aide)	11.63
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.67
Recreation Specialist	11.36
Recycling Worker	11.47
Sales Clerk	8.32
School Crossing Guard (Crosswalk Attendant)	8.09
Sport Official	8.05
Survey Party Chief (Chief of Party)	12.69
Surveying Aide	8.48
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.54
Swimming Pool Operator	11.13
Vending Machine Attendant	9.98
Vending Machine Repairer	11.13
Vending Machine Repairer Helper	9.98
Personal Needs Occupations	
Child Care Attendant	8.22
Child Care Center Clerk	10.24
Chore Aid	8.22
Homemaker	12.03
Plant and System Operation Occupations	
Boiler Tender	18.00
Sewage Plant Operator	16.25
Stationary Engineer	18.00
Ventilation Equipment Tender	13.15
Water Treatment Plant Operator	15.38
Protective Service Occupations	
Alarm Monitor	11.06
Corrections Officer	17.69

Court Security Officer	18.18
Detention Officer	17.69
Firefighter	16.75
Guard I	7.76
Guard II	12.17
Police Officer	20.49
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	14.52
Hatch Tender	14.52
Line Handler	14.52
Stevedore I	12.84
Stevedore II	13.80
Technical Occupations	
Air Traffic Control Specialist, Center (2)	29.93
Air Traffic Control Specialist, Station (2)	20.64
Air Traffic Control Specialist, Terminal (2)	22.73
Archeological Technician I	14.10
Archeological Technician II	15.87
Archeological Technician III	19.59
Cartographic Technician	19.69
Civil Engineering Technician	17.81
Computer Based Training (CBT) Specialist/ Instructor	21.91
Drafter I	10.23
Drafter II	11.64
Drafter III	15.93
Drafter IV	19.59
Engineering Technician I	11.77
Engineering Technician II	13.39
Engineering Technician III	18.06
Engineering Technician IV	22.37
Engineering Technician V	26.44
Engineering Technician VI	33.34
Environmental Technician	16.92
Flight Simulator/Instructor (Pilot)	25.63
Graphic Artist	18.05
Instructor	18.95
Laboratory Technician	13.72
Mathematical Technician	19.46
Paralegal/Legal Assistant I	14.08
Paralegal/Legal Assistant II	16.56
Paralegal/Legal Assistant III	20.20
Paralegal/Legal Assistant IV	24.52
Photooptics Technician	20.21
Technical Writer	19.54
Unexploded (UXO) Safety Escort	19.02
Unexploded (UXO) Sweep Personnel	19.02
Unexploded Ordnance (UXO) Technician I	19.02
Unexploded Ordnance (UXO) Technician II	23.01
Unexploded Ordnance (UXO) Technician III	27.58
Weather Observer, Combined Upper Air and Surface Programs (3)	13.56
Weather Observer, Senior (3)	15.17
Weather Observer, Upper Air (3)	13.56
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.38
Parking and Lot Attendant	9.59
Shuttle Bus Driver	12.28
Taxi Driver	9.59
Truckdriver, Heavy Truck	16.63
Truckdriver, Light Truck	11.16
Truckdriver, Medium Truck	12.02
Truckdriver, Tractor-Trailer	16.63

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; and 3 weeks after 10 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 hyrotechnic 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.

