

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-3042-2518		PAGE 1 OF 23	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0030	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARIANNE D STAKEM		b. TELEPHONE NUMBER (No Collect Calls) 410-962-0972		6. SOLICITATION ISSUE DATE 04-Mar-2003	
9. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715 TEL: 410-962-5638 FAX: 410-962-0933		CODE CW31		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: 7353 SIZE STANDARD: 6,000,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
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		CODE	
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				23. UNIT PRICE	
						24. AMOUNT	
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>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
						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	

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
0001	EQUIPMENT RENTAL TO REMOVE SEDIMENT DEPOSITS FROM TIOGA RIVER WITHIN MANSFIELD PROTECTIVE WORKS, MANSFIELD, PA				
0001AA	SIZE EQUAL TO OR GREATER THAN A CAT 215B TRACK HOE EXCAVATOR WITH OPERATOR	810	HR	\$ _____	\$ _____
0001AB	SIZE EQUAL TO OR GREATER THAN A JOHN DEERE 650 DOZER WITH OPERATOR	140	HR	\$ _____	\$ _____
0001AC	REAR DUMP OFF ROAD ALL WHEEL DRIVE MINIMUM 12 YARD CAPACITY WITH OPERATOR. A TOTAL OF THREE (3) DUMP TRUCKS WILL BE REQUIRED	1,500	HR	\$ _____	\$ _____
0001AD	TRI-AXLE OVER THE ROAD MINIMUM 8 YARD CAPACITY WITH OPERATOR. A TOTAL OF THREE (3) TRI-AXLES WILL BE REQUIRED	720	HR	\$ _____	\$ _____
0001AE	REMOVE AND REPLACE TRASH RACK AT COREY CREEK INLET	1	LS	\$ _____	\$ _____
0001AF	FINAL GRADE AND SEED SPOIL AREAS	1	LS	\$ _____	\$ _____
TOTAL OF ITEMS 0001AA THROUGH 0001AF					\$ _____

CLAUSES INCORPORATED BY REFERENCE

52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.223-6	Drug Free Workplace	MAY 2001
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-23	Assignment Of Claims	JAN 1986
52.233-1	Disputes	DEC 1998
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7004	Required Central Contractor Registration	NOV 2001
52.211-18	Variation in Estimated Quantity	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

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)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action

arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

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

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

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

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

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

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

(Contracting Officer shall check as appropriate.)

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

N/A (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

N/A (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

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

N/A (ii) Alternate I to 52.219-5.

N/A (iii) Alternate II to 52.219-5.

N/A (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

N/A (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

XX (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

N/A (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

N/A (ii) Alternate I of 52.219-23.

N/A (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

N/A (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX (12) 52.222-26, Equal Opportunity (E.O. 11246).

XX (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

XX (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

N/A (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

N/A (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

N/A (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

XX (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

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

N/A (ii) Alternate I of 52.225-3.

N/A (iii) Alternate II of 52.225-3.

XX (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

N/A (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

N/A (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

XX (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

N/A (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

N/A (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

N/A (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

N/A (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

N/A Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

__XX_ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

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

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

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

__N/A_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

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

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

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

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

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

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

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

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

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

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed-price service contract resulting from this solicitation.

(End of clause)

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

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

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

Laborer @ \$11.11 per hour
Heavy Equipment Operator @ \$14.88 per hour

(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.il/>
<http://www.arnet.gov/far>
<http://www.stic.mil/dfars>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAY 2002)

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

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

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

- __N/A_ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- __N/A_ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)
- __N/A_ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- __N/A_ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- __N/A_ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).
- __N/A_ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C.10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- __XX_ 252.225-7012 Preference for Certain Domestic Commodities (APR 2002) (10.U.S.C. 2533a).
- __N/A_ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).
- __N/A_ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).
- __N/A_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (____Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
- __N/A_ 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- __N/A_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
- __N/A_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
- __N/A_ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).
- __N/A_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (____Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- __N/A_ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- __N/A_ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- __N/A_ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- __XX_ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____Alternate I) (MAR 2000) (____Alternate II) (MAR 2000) Alternate III) (MAY 2002) (10 U.S.C. 2631).
- __XX_ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

End of Clause

(CENAB-CT SEP 1994)
(FAR 12.103)
(was212-4017)

WAGE DETERMINATION

If a U.S. Department of Labor Wage Determination, has been included, it is titled: General Wage Decision No. 94-2453 (Rev. 17) dated 29 May 2002, with all current modifications. The wage rate is an attachment located at the end of this solicitation.

If a U.S. Department of Labor Wage Determination has not been included, it should be added by amendment prior to the date set for receipt of bids/proposals.

In the event a Department of Labor Wage Rates has not been attached to this contract, neither the contractor nor any subcontractor under the contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act, as amended.

End of Clause
(was0222-4020)

REQUIRED INSURANCE FOR GVT INSTALLATION & DREDGING (52. 0228-4001)

Pursuant to the contract clause entitled, 52.228-5, Insurance – Work on a Government Installation or on Dredging projects (which ever applies), the contractor shall procure and maintain during the entire period of this performance under the contract the following minimum insurance:

COVERAGE FOR GOVERNMENT INSTALLATION

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle):	
Bodily injury or death	\$200,000 per person \$500,000 per occurrence

Property Damage:	\$ 20,000 per occurrence
Workers' Compensation and Employer's Liability:	\$100,000 per person

COVERAGE FOR DREDGING

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Marine Liability - Excess towers' liability	\$1,000,000 per occurrence
Excess protection and indemnity insurance	\$1,000,000 per occurrence
Workers' Compensation and Employer's Liability: (including Longshore & Harbor Workers' Compensation)	\$100,000 per person

Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so comingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

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

The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

(CENAB-CT MAY 1992)
(FAR 28.307-2(a))

SUBMISSION OF INVOICES

(a) Original invoices for services performed under this contract will be submitted to and payment will be made by:

U.S. Army Corps of Engineers
Operations Division/Pax Whipple
RD 1 Box 65
Tioga, PA 16946

(b) One copy of all invoices shall be forwarded to the following for review and certification:

USACE Finance Center
Attn: EFT/Disbursing
5720 Integrity Drive
Millington, TN 38054-5005

End of Clause

(CENAB-CT MAY 1992)
(was0232-4028)

AWARD TO SINGLE VENDOR

No separate award will be made for any item contained on the Schedule of Supplies or Services. Bidders must submit a quote on all items contained on the Schedule of Supplies or Services, or the quote will be considered non-responsive and therefore rejected.

End of Clause

(CENAB-CT MAY 1992)
(FAR 14.402-2)
(was214-4057)

DELIVERY OF BIDS/PROPOSALS

Bids/Proposals may be delivered in person to the Contracting Division, Baltimore District, Corps of Engineers, Room 7000, City Crescent Building, 10 South Howard Street, Baltimore, Maryland 21201.

End of Clause

(CENAB-CT JUL 1993)
(FAR 14.302)
(was214-4024)

EFT FORM

The Electronic Funds Transfer (EFT) form is included at the end of this solicitations.

The Electronic Funds Transfer (EFT) form (attached) shall be completed if the bidder/offer does not have a current contract with the U.S. Army corps of Engineers, Baltimore District. The completion and processing of this form ensures that payment under a resultant contract will be made by Electronic Funds Transfer.

PAST PERFORMANCE INFORMATION MANAGEMENT SYSTEM (PPIMS)

As required by the FAR Part 42.1500, policy has been initiated to record and maintain contractor performance information. To implement this program for supplies and services, the Department of Defense has created a database entitled, Past Performance Information Management System (PPIMS).

An evaluation will be prepared of the contractors' performance for each supply and service contract to include modifications and task orders expected to exceed \$100,000.00. The PPIMS form, entitled, Performance Assessment Report (PAR), will be prepared by both the Contract Specialist and the Contracting Officer's Representative (COR) and signed by the Contracting Officer and submitted to the contractor for each evaluation performed. A copy of the PAR format is located at the end of this solicitation.

This program replaces Supply and Service Contractor Appraisal Support System (SSCASS).

End of Clause

(CENAB-CT-S/Mar 99)
(FAR Part 42)
(was242-4154)

STANDARD FORM LLL, DISCLOSURE OF LOBBYING ACTIVITIES LOCATION

The Standard Form LLL "Disclosure of Lobbying Activities" and Instructions for Completion of SF LLL, Disclosure of Lobbying Activities is located at the end of this solicitation.

End of Clause

(CENAB-CT/APR 97)
(FAR 3) (was203-4153)

LIST OF ATTACHMENTS

- A. Statement of Work
- B. Mansfield Protective Works General Plan (Map)
- C. Central Contractor Registration Memo
- D. Wage Decision 94-2453 (Rev. 17) dated 29 May 2002
- E. Electronic Funds Transfer form
- F. Disclosure of Lobbying Activities
- G. Sample Performance Assessment Report

ATTACHMENT A

STATEMENT OF WORK

C.1.1 Statement of Work: The Contractor shall furnish all necessary supervision, labor, personnel, materials, supplies, parts, tools, equipment and vehicles required to but not limited to: Removing deposited materials in the Tioga River and intake and outlet channels of Corey Creek in Mansfield, PA. See enclosed drawing (Attachment B) showing approximate limits of the project.

C.1.2 Mansfield, PA is located in Tioga County along U.S. Route 15, approximately 50 miles north of Williamsport.

C.1.3 Estimated quantities and/or the work performed are described herein. These quantities are approximate and are provided only for the Contractor's information to assist in preparation of bids. They are not guaranteed and the actual quantities may be more or less than shown. Variation in these estimated quantities shall not be justification for modification of the contract or request for additional payment. Contractor's work and responsibility shall include but shall not be limited to all planning, programming, administration, and management necessary to assure that all services are conducted in accordance with the contract and all applicable laws, regulation codes, and directives. The Contractor shall ensure that all work meets or exceeds critical reliability rates or tolerances specified or included in the referenced documents. Contractor shall perform all related Contractor administrative services necessary to perform the work such as supply, procurement, quality control, work scheduling, Contractor financial control, and maintenance of accurate and complete records and files.

C.1.4 To formulate a plan to remove the deposited material a pre-bid site visit is highly recommended. To arrange a site visit prior to bidding contact Pax Whipple at (570) 835-5281.

II SPECIAL CONDITIONS

C.2.1 Working Hours: Normal working hours and days except as otherwise specified or approved in advance by the Operations Manager and Contracting Officer's Representative (COR), shall be Monday through Friday between 7:00 a.m. and 5:00 p.m. No work shall be performed on Federal Holidays.

C.2.2 Permits and Licenses: The Contractor shall, at his/her own expense obtain any licenses or permits required to perform the contract. The Contractor shall, "comply with all current Federal, state and local laws and regulations and shall comply with any subsequent changes.

C.2.3 Accident Prevention: In performing this contract, the Contractor shall comply with all current federal, state, and local safety regulations, including the U.S. Army Corps of Engineers Safety and Health Requirements Manual EM 385-1-1, and shall comply with any subsequent changes. The Corps of Engineers Safety and Health Requirements Manual EM 385-1-1 may be found on the World Wide Web at <http://www.hqusace.army.mil/ceso/cesopub.htm>. Prior to commencement of work under this contract the Contractor shall furnish the following for approval by the COR,

- (a) Hazard Analysis Plan Section I. Article 01.A.06, EM 385-1-1, dated 03 Sep 96.
- (b) Accident Prevention Plan Section I. Article 01.A.07 EM 385-1-1, dated 03 Sep 96.
- (c) Activity Hazard Analyses Section 1. Article 01.A.09. EM 385- 1-1, dated 03 Sep 96.

C.2.4 Accident reporting: In the event of an accident or injury involving contractor personnel or equipment in performance of work, the Contractor shall immediately notify the COR by the most expedient means feasible. If instructed to, the Contractor shall complete forms furnished, and/or provide a written description of the incident within 24 hours of notification to do so.

C.2.5 Superintendent: The Contractor shall act as, or provide a Superintendent physically present on-site whenever any work specified herein is being performed. The superintendent shall conduct overall management coordination and be the central point of contact with the Government for performance of all work under this contract. The Superintendent and any individual designated to act for him/her, shall have full authority to contractually commit the Contractor for prompt action on matters pertaining to administration or the entire contract. Such authorization shall be submitted in writing to the COR. The Superintendent shall deal directly with the COR or a designated representative, for normal day-to-day administration of the contract provisions. The Contractor or the Superintendent shall contact the COR or a designated representative daily or as otherwise approved by the contract and to arrange satisfactory working agreements. The Contractor shall furnish, in writing, to the COR, the name or names of a Superintendent(s) for on-the-job contact and supervision purposes. The Superintendent(s) shall be required to attend pre-work conferences prior to commencing work under this contract. Contractor's Superintendent shall be equipped with a telephone pager or a portable cellular telephone to allow constant communications between the contractor and Government representatives.

C.2.6 Environmental Program: The Contractor shall comply with federal, state and local laws, regulations and standards regarding environmental protection. The Contractor shall exercise care and safety in the performance of the Contract and shall take necessary precautions to avoid contamination of the water, damage to private property and injury to employees and the public. Whenever the Contractor is working in a stream, a sediment Control system shall be installed downstream of the work area. The Contractor shall be responsible for the removal of the sediment control system upon completion of work. This work shall be considered a subsidiary obligation of the contractor and shall be included in the overall cost. No separate payment will be made for environmental protection measures. The Contractor shall be liable for any and all damages to the environment, government property, private property, trees and shrubs as well as injuries to the public and employees while in performance of this contract. All environmental protection matters shall be coordinated with the COR.

C.2.7. Operational Requirements: The site of the work is subject to periodic flooding. The Contractor shall consider the potential for high water levels in the scheduling of this contract. A specific program shall be established by the Contractor to evacuate personnel, equipment and materials, as necessary in the event of high river levels.

C.2.8 Performance Evaluation Meetings: The Contractor, the Superintendent, or both, shall meet with the COR (or a designated representative) weekly or on a schedule determined by the COR. However, a meeting will be held not later than one normal workday after a Contract Deficiency Report (CDRI) is issued. Mutual effort shall be made to resolve any and all problems identified. Written minutes of these meetings will be prepared by the COR and signed by the COR, the Contractor, or their designated representatives, as appropriate to the occasion. Should the Contractor not concur with any decision, etc., contained in the minutes, the Contractor shall so state, in writing, and may request a final decision by the Contracting Officer.

C.2.9 Quality Control Program:

- (a) General: The contractor shall be responsible for maintaining adequate quality control to satisfactorily meet the specification of this contract through the development of a Quality Control Plan. The Government will assure quality performance according to a Quality Assurance Surveillance Plan. Combined, these two programs form the Government's Quality Assurance Program.
- (b) Quality Control: The contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified under all sections of the contract. Program shall include an inspection system covering all the services stated in the contract specifications. It must specify all areas to be inspected on either a scheduled or unscheduled basis and the individual(s) who shall do the inspection.
- (c) Inspections: The Contractor shall maintain a record of all Quality Control Inspections Reports conducted by the Contractor and shall furnish a copy to the COR by close of business each day. This daily record of inspection shall cover all work items being performed, shall be signed by the Quality Control Inspector and shall include the following items as a minimum:
 - (1) Inspector's Name
 - (2) Work Location
 - (3) Date
 - (4) Weather
 - (5) Time Start/Stop

C.2.10 Quality Assurance: The Government will monitor the Contractor's performance in each functional area under this contract and reserves the right to use whatever additional surveillance procedures are deemed appropriate.

If the Contractor fails to perform according to the performance standards, a Notification of Contract Deficiency or Contract Deficiency Report will be issued by the COR. The Contractor shall explain, in writing, why performance was not satisfactory and how recurrence or the problems will be prevented in the future.

The Government will monitor the Contractor's services using the random sampling method, the planned sampling method, and/or the 100% inspection method. The Government reserves the right to alter or change the type of Inspection plan at its discretion at any time.

The Contractor will be rated either excellent, very good, good, satisfactory, marginal, or unsatisfactory in the following general areas:

- (1) Quality Control
- (2) Timely Performance
- (3) Effectiveness of Management
- (4) Compliance with Labor Standards
- (5) Compliance with Safety Standards

The Contractor will be advised of any marginal or unsatisfactory rating, either in an individual element or in the overall rating prior to completion of the evaluation, and all contractor comments will be made a part of the official record.

C.2.11 Operations and Storage Areas: The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the COR. The Contractor shall hold and save the Government, its officers and Agents free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall keep the work area, including storage areas, free from accumulation of waste materials. Before completing work, the Contractor shall remove from the work site and premises any rubbish, tools, equipment, and materials that are not property of the Government. Upon completing the work, the Contractor shall restore the work area to the original condition, satisfactory to the COR.

C.2.12 Notification of Work to be Performed: When the Contractor is notified of work required under these specifications, the Contractor shall begin work within seven (7) calendar days after receipt of such notification (or unless approved in advance by the COR).

C.2.13 Minimum Man-Power Requirements: The Contractor shall provide an adequate number of fully qualified personnel to perform the work specified herein.

C.2.14 Other Contracts: The Government may undertake or award other contracts or have lessees or volunteers performing certain work, and the Contractor shall fully cooperate with such other contractors, lessees, volunteers and Government employees and carefully fit their own work to such other additional work as may be directed by the COR. The Contractor shall not commit or permit any act, which will interfere with performance of work by another contractor, by a lessee, or by Government employees. The COR can alter the work schedules of the other Contractor, lessee, volunteer, Government employees or the Contractor to avoid possible conflicts. Any such change or failure to make such a change by the COR shall not be the basis for a claim by the Contractor

C.2.15 Payment: The Contractor will be paid only for work accomplished and performed in accordance with the specifications. The Contractor's administrative time to accomplish the purpose of transporting personnel, equipment, materials, and supplies or other items to the job site will not be considered as work for payment under this contract.

C.2.16 Pre-Work Conference: A Pre-Work Conference will be arranged by the Contracting Officer's Representative after award of contract and before commencement of work. The COR will notify the Contractor of the date, time, and location set for the meeting. At this conference, the Contractor shall be orientated with respect to Government procedures and line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed. The Contractor shall bring to this conference the following items in either completed or draft form:

- Hazard Analysis Plan
- Accident Prevention Plan
- Activity Hazard Analyses
- Letter Appointing Superintendent(s)
- List of Emergency Contact(s)
- List of subcontractors

III SPECIFICATIONS

C.3.1 Sediment Removal: Sediment shall be removed from the Tioga River and inlet to the Corey Creek conduit as directed by the Government. These deposits consist of earthen and other miscellaneous materials such as logs, trees, stumps and miscellaneous trash. Materials shall be spoiled on the project site as directed by the Government. Spoil material will be so placed, and the worked portions of spoil area will be so graded and shaped as to provide proper drainage and to minimize soil erosion and siltation. The Contractor has the

option to dispose of off site, however will do so at his expense and responsibility. Commencement of the removal operations shall be at the discretion of the Government. The Contractor shall mobilize and begin work within seven (7) calendar days and complete the work within (90) calendar days following notification. This item includes all excavation, removal, transportation, disposal and grading of deposited material to complete the job. The contractor shall uniformly grade within the limits of removal. All grades must drain properly without standing water. All debris consisting of barrels, steel drums, tires, cans, bottles, and miscellaneous garbage shall be disposed of off site in accordance with all Federal, State, and local laws and regulations. Payment for all of this work shall be at unit cost.

C.3.2 Seeding of Government Owned Spoil Area. Spoil area on government controlled land shall be seeded with annual rye grass and permanent seed mixture such as pasture mix. Payment for this will be lump sum.

C.3.3 Removal and Replacement of Trash Rack at Corey Creek Inlet. Prior to commencement of sediment removal at Corey Creek Inlet, the Contractor will disassemble trash rack, and store it as directed by the Government. Upon completion of sediment removal, the Contractor will reassemble the trash rack. Payment for this will be lump sum.

C.3.4 Equipment General:

- (a) Safety Requirement: All equipment placed in service under this contract shall be equipped with safety features meeting OSHA and Corps of Engineers criteria, including back-up alarm and roll-over protection system.
- (b) Environmental Requirements: All equipment shall be so conditioned as to not pose a threat to air, ground and/or water quality.
- (c) Mobilization and Demobilization: No separate payment shall be made for mobilization and demobilization. All costs, both direct and incidental, shall be included in the unit price for each type of equipment.

C.3.5 Equipment Type

Bulldozer: The bulldozer shall be track mounted, size equal to or greater than a John Deere 650.

Excavator: The excavator shall be track mounted, size equal to or greater than a Cat 215 B.

Truck(s), Dump: Two types of dump trucks, 3 of each type, will be required. One type, which will be used to transport sediment from the Tioga River, will be a rear dump, off road all wheel drive with a minimum 12 yard capacity. The other, which will transport sediment from the Corey Creek inlet, will be a tri-axle over the road dump truck with a minimum 8 yard capacity.

ATTACHMENT B



BY	DATE	DESCRIPTION	NO.
DEPARTMENT OF THE ARMY BALTIMORE DISTRICT, CORPS OF ENGINEERS SUSQUEHANNA RIVER BASIN TIOGA CREEK LAKES MANSFIELD PROTECTIVE WORKS GENERAL PLAN			
DATE	BY	DESCRIPTION	NO.



ATTACHMENT C



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 1715
BALTIMORE, MARYLAND 21203-1715

CENAB-CT

June 5, 2002

MEMORANDUM FOR ALL CONTRACTORS

SUBJECT: Central Contractor Registration (CCR)

1. Reference memorandum, CEDB, dated June 26, 1997, subject: Central Contractor Registration.
2. The purpose of this memorandum is to advise all contractors that your company must be registered in the CCR or you will not be awarded a Federal contract.
3. The Debt Collection Improvement Act of 1996, requires Federal agencies to have the Taxpayer Identification Number (TIN) for every contractor and to pay every contractor through electronic funds transfer. The CCR registration was also created to be the single source of contractor data for the entire DoD, to avoid administrative duplication and allow contractors to take responsibility for the accuracy of their own business information supplying it through a single registration.
4. CCR allows Federal Government contractors to provide basic information, capabilities, and financial information one time to the government. This requirement applies to all solicitations and awards. The only exemptions will be for purchases made with the Government wide commercial purchase card, contracting offices located outside the U.S., classified contracts, and contracts executed to support contingency or emergency operations.
5. The Department of Defense (DoD) has implemented the capability for contractors to register in the CCR through the World Wide Web. For information regarding CCR registration, the CCR Web site may be accessed at <http://www.ccr.gov/index.cfm> . Other information regarding registration can be obtained through CCR Assistance Center (CCRAC) at 1-888-227-2423. A paper form for registration may be obtained from the DoD Electronic Commerce Information Center at 1-800-334-3414. (Note: Companies that do not wish to conduct electronic commerce with the Federal Government at this time can reduce the amount of information they must provide by answering "no" to the question "Are you Electronic Data Interchange capable?")

CENAB-CT

SUBJECT: Central Contractor Registration (CCR)

6. Effective immediately, the use of DUNS+4 numbers to identify vendors is limited to identifying different CCR records for the same vendor at the same physical location. For example a vendor could have two records for themselves at the same physical location to identify two separate bank accounts.

- Vendors wishing to register their subsidiaries and other entities, should ensure that each additional location obtains a separate DUNS number from Dun & Bradstreet. Dun & Bradstreet can be contacted at 1-800-333-0505.

- Vendors that are currently registered in CCR using a DUNS+4 number for reasons other than mentioned above will be contacted by a CCR Team designated to assist in the change. Until at time, all registrations using the DUNS+4 are considered active and complete. The DUNS+4 vendors require no action until they receive instruction from the designated CCR Team.

7. This memorandum supersedes CENAB-CT memorandum, dated 1 January 2002, Subject: Central Contractor Registration (CCR).

James J. Rich
JAMES J. RICH, PhD.
Chief, Contracting Division

ATTACHMENT D

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

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
Director | Wage Determinations | Revision No.: 17
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 pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer. REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

ATTACHMENT E

**US ARMY CORPS OF ENGINEERS
ELECTRONIC PAYMENTS/DIRECT DEPOSIT**

- 1. The Debt Collection Improvement Act of 1996 provided that Federal payments shall be made by electronic funds transfer (EFT). The Corps issues electronic corporate payments through the Automated Clearing House (ACH) network using the Cash Concentration or Disbursement Plus Addendum (CCD+) payment format. Instead of receiving checks, you will have payments directly deposited into your checking or savings account.**
- 2. The benefits of receiving payments electronically are no lost or stolen checks, no deposit delays, prompt availability of funds, fully traceable payments, and decrease in fraud.**
- 3. EFT/Direct Deposit payments are available for vendors who have active contracts with the Corps sites within the Continental United States. Corps travelers working for these sites should also sign up for EFT.**
- 4. Attached is Form UFC-DISB-4 with instructions that can be used by both vendors and travelers to sign up for Corps EFT payments.**
- 5. Point of contact for questions is Michael Rye, commercial 901-874-8543, DSN 882-8543, Corps email address; t0rmfmtr@cefc.fc, Internet address; Michael.T.Rye@usace.army.mil.**

INSTRUCTIONS FOR COMPLETING FORM UFC-DISB-4

- 1. Vendors and/or travelers should indicate if this is an add as a new Direct Deposit to be set up or a change or cancellation. USACE employees already on payroll Direct Deposit who have not completed a travel form should mark ADD.**
- 2. Include the Corps of Engineers District name (example: Savannah) or EROC (example: K6) that wrote the contract authorizing payment. If more than one District issued contracts, prepare a separate form for each District.**
- 3. Include the name or Company as it appears on the invoice. If the contract was written to Bill and Betty Smith, the bill and Direct Deposit form should include both names not Bill Smith.**
- 4. This address should be the physical address of the business.**
- 5. The city and state that match the physical address.**
- 6. The mailing address should include any and all Remit to/payment addresses that are different from the physical address. (If more space is needed, include an attachment page with all addresses listed). This is VERY IMPORTANT since we load the routing and bank account number on each payment address.**
- 7. Include daytime phone number in case there are questions concerning the completed form.**
- 8. Check if the bank account number furnished is a checking account.**
- 9. Check if the bank account number furnished is a savings account.**
- 10. Include bank account number, one number in each slot. This number can be found on the front of the check.**
- 11. The full name of the bank for the account.**
- 12/13. An accurate address for the bank.**
- 14. The routing number for the bank. It is located on the face of the check. This is always a nine digit NUMBER. Enter one number in each space.**
- 15. Depositor account title is the name registered with the bank on the bank account.**
- 16. For businesses include the IRS tax ID number. For an individual use the social security number.**
- 17. Businesses should have a signature of an officer of the company. Individuals should sign. If the Direct Deposit form/contract is written in the name of Bill and Betty Smith, both individuals should sign.**
- 18. Date of the authorization.**

DIRECT DEPOSIT AUTHORIZATION FORM

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

I hereby authorized U. S. Army Corps of Engineer, hereinafter called USACE, to initiate direct deposit credit entries to my (our) account indicated below and the financial institution named below, hereinafter called DEPOSITORY, to credit the same to such account.

- (1) Check One of the following Statements::
 I am not currently participating in the Direct Deposit Program. OR I am currently participating in the Direct Deposit Program.
 ADD - Deposit my payment to the account shown. **CHANGE** - Change financial institutions and/or account number.
- (2) Installation EROC _____

Name or (Company as shown on invoice): (3)		
Address: (4)		
City: (5)	State:	Zip:
Mailing Address (if different): (6)		
Daytime Phone: () (7)		

Contract # (Optional):
 If more than one contract, please list on a separate sheet.
 Please ask your Financial Institution for your Depositor Account Number and Routing Number
(Indicate which type account to credit)

Type of Depositor Account Please check a box.	Checking (8)	Saving (9)																				
Depositor Account Number (10)	<table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 20px;"></td><td style="width: 20px;"></td> </tr> </table>																					

Name of Financial Institution: (11)																		
Address: (12)																		
City: (13)						State:						Zip:						
Routing Number: (14)																		
Depositor Account Title: (15)																		

Tax ID Number (TIN) for Business: (16)	
---	--

SIGNATURE: (17) _____ **DATE: (18)** _____

Mail To: USACE Finance Center, ATTN: EFT/DISB, 5722 Integrity Drive, Millington, TN 38054-5005
 FORM: UFC-DISB-4

ATTACHMENT F

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filling the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number, grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payments.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for the collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____

Page _____ of _____

ATTACHMENT G

Performance Assessment Report

Interim Final Addendum Period Report: From: To:

SECTION I

1a. Contractor	2a. Contract Number:
Division:	2b. Modification Number
Street 1:	2c. Del/Task Order No:
Street 2:	2d. Initial Value: \$
Street 3:	(Base + Options)
City:	2e. Current Value: \$
State:	3a. Award Date
Zip:	3b. Completion Date:
Country:	
Place of Performance	
1b. CAGE:	
1c. DUNS:	

SECTION II

4a. Contractor POC			4b. Gov't Contract Specialist/Administrator		
Last	First	MI	Last	First	MI
Name:					
Position/Title:					
MACOM:					
Street 1:					
Street 2:					
Street 3:					
City:					
State:					
Zip:					
Country:					
Comm:					
DSN:					
Fax Comm:					
Fax DSN:					
Intl. :					
Intl Fax:					
Email:					

Section III

5. Method of Contract:
 Sealed Bid Negotiated
6. Type of Contract:
 FFP FPR CC CPFF Rqmts
 FP-EPA T&M CPIF Labor Hour Agreement
 FPI CS CPAF ID/IQ Letter
7. Socio-economic Program:
 SBSA W/O Hub Zone None
 HBCU/MI SBIR SDBSA
8. Competition:
 Competed Action Follow on to Completed Action
 Not Available for Competition Not Competed
9. Type of Supply/Service:
 Commercial Non-Developmental Item Non-Commercial

SECTION IV

10. Business Sector:
 Space Ground Vehicles Information Technology
 Ordnance Shipbuilding Science & Technology
 Aircraft Other Systems Services
 Training Systems Operations Support

11.a FSCs:

11.b SICs:

12. Description of Requirement:

13. Sub-Contractors:

Name:
Street1:
Street2:
Street3:
City:
State: Zip:
Country:
Description:

Name:
Street1:
Street2:
Street3:
City:
State: Zip:
Country:
Description:

Name:
Street1:
Street2:
Street3:
City:
State: Zip:
Country:
Description:

Ratings:

The following rating standards were used to evaluate the contractor's performance. The following ratings apply to all items in Section V.

Ratings

- Exceptional (Dark Blue)
- Very Good (Purple)
- Satisfactory (Green)
- Marginal (Yellow)
- Unsatisfactory (Red)

SECTION V (All Business Sectors other than Systems)

- 14.**
a. Quality of Product/Service

b. Schedule

c. Cost Control

d. Business Relations

e. Management of Key Personnel

For Official Use Only – To be used for deliberative source selection purposes within the Executive Branch and for source selection and other deliberative purposes within DOD

17. Contractor Review:
Name: Last First MI Position/Title
Date PAR Sent To Contractor:
Date Contractor Received PAR: Date of Receipt of Contractor Response:
Commercial: DSN:
FAX Comm: FAX DSN:
International: Int FAX Comm:
E-Mail Address:
Comments provided? Yes No If YES, Indicate Number of Pages Attached ()

18. Reviewing Official:
Name: Last First MI Date Referred:
Commercial: DSN:
FAX Comm: FAX DSN:
International: Int FAX Comm:
E-Mail Address:
Reviewing Official Comments, if applicable: () Number of pages Date of Resolution:

19. Source Selection Availability.
Date of Final Review: Date PAR entered into PPIMS:
