

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-3178-4025		PAGE 1 OF 21		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0108		6. SOLICITATION ISSUE DATE 12-Aug-2003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CHERI R AMES			b. TELEPHONE NUMBER (No Collect Calls) 410-962-3526	8. OFFER DUE DATE/LOCAL TIME 12:00 AM 26 Aug 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: 0782 SIZE STANDARD:6.0M			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	
15. DELIVER TO OPS DIV RAYSTOWN LAKE PROJECT JEFF KRAUSE RD 1 BOX 222 HESSTON PA 16647 TEL: (814) 658-3405 EXT 236 FAX:		CODE E1R0260	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	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>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	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		
				<input type="checkbox"/> PARTIAL	<input type="checkbox"/> FINAL			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)				
				42b. RECEIVED AT (Location)				
				42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

WAGE & DETERMINATIONS

**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. 94-2451 (Rev. 24) dated 4 June 2003

State(s): Ohio, Pennsylvania

Areas: Ohio COUNTIES OF Belmont, Harrison, Jefferson, Tuscarawas
 Pennsylvania COUNTIES OF Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset, Venango, Warren, Washington, Westmoreland

WAGE DETERMINATION NO: 94-2451 REV (24) AREA: PA, PITTSBURGH

WAGE DETERMINATION NO: 94-2451 REV (24) AREA: PA, PITTSBURGH
 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 Director	Division of Wage Determinations	Wage Determination No.: 1994-2451 Revision No.: 24 Date Of Last Revision: 06/04/2003
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States: Ohio, Pennsylvania
 Area: Ohio Counties of Belmont, Harrison, Jefferson, Tuscarawas
 Pennsylvania Counties of Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset, Venango, Warren, Washington, Westmoreland

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.00
01012 - Accounting Clerk II	12.04
01013 - Accounting Clerk III	14.97
01014 - Accounting Clerk IV	20.33
01030 - Court Reporter	16.16
01050 - Dispatcher, Motor Vehicle	13.01
01060 - Document Preparation Clerk	11.66
01070 - Messenger (Courier)	9.61
01090 - Duplicating Machine Operator	10.49
01110 - Film/Tape Librarian	12.05
01115 - General Clerk I	8.54
01116 - General Clerk II	9.53
01117 - General Clerk III	11.76
01118 - General Clerk IV	13.35
01120 - Housing Referral Assistant	17.32
01131 - Key Entry Operator I	9.14
01132 - Key Entry Operator II	11.13
01191 - Order Clerk I	11.97
01192 - Order Clerk II	14.31
01261 - Personnel Assistant (Employment) I	12.42
01262 - Personnel Assistant (Employment) II	13.84
01263 - Personnel Assistant (Employment) III	14.49
01264 - Personnel Assistant (Employment) IV	17.92
01270 - Production Control Clerk	16.67
01290 - Rental Clerk	12.05
01300 - Scheduler, Maintenance	13.74
01311 - Secretary I	13.74
01312 - Secretary II	15.20
01313 - Secretary III	17.32
01314 - Secretary IV	19.23
01315 - Secretary V	21.35
01320 - Service Order Dispatcher	13.26
01341 - Stenographer I	12.79
01342 - Stenographer II	14.30
01400 - Supply Technician	19.23
01420 - Survey Worker (Interviewer)	11.51
01460 - Switchboard Operator-Receptionist	9.80
01510 - Test Examiner	14.23
01520 - Test Proctor	14.23
01531 - Travel Clerk I	10.17
01532 - Travel Clerk II	10.90
01533 - Travel Clerk III	11.71
01611 - Word Processor I	11.61
01612 - Word Processor II	15.43
01613 - Word Processor III	16.54
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.74
03041 - Computer Operator I	12.74
03042 - Computer Operator II	13.99
03043 - Computer Operator III	18.29
03044 - Computer Operator IV	20.32
03045 - Computer Operator V	22.49
03071 - Computer Programmer I (1)	19.92
03072 - Computer Programmer II (1)	22.65

03073 - Computer Programmer III (1)	27.18
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	21.53
03102 - Computer Systems Analyst II (1)	27.48
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.96
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	16.80
05010 - Automotive Glass Installer	15.60
05040 - Automotive Worker	15.60
05070 - Electrician, Automotive	16.22
05100 - Mobile Equipment Servicer	14.46
05130 - Motor Equipment Metal Mechanic	16.80
05160 - Motor Equipment Metal Worker	15.60
05190 - Motor Vehicle Mechanic	17.06
05220 - Motor Vehicle Mechanic Helper	13.89
05250 - Motor Vehicle Upholstery Worker	15.03
05280 - Motor Vehicle Wrecker	15.60
05310 - Painter, Automotive	16.22
05340 - Radiator Repair Specialist	15.60
05370 - Tire Repairer	13.96
05400 - Transmission Repair Specialist	16.80
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.61
07010 - Baker	10.98
07041 - Cook I	10.16
07042 - Cook II	10.98
07070 - Dishwasher	8.33
07130 - Meat Cutter	11.08
07250 - Waiter/Waitress	8.86
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.22
09040 - Furniture Handler	12.62
09070 - Furniture Refinisher	16.22
09100 - Furniture Refinisher Helper	13.89
09110 - Furniture Repairer, Minor	15.03
09130 - Upholsterer	16.22
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.44
11060 - Elevator Operator	11.02
11090 - Gardener	11.01
11121 - House Keeping Aid I	9.27
11122 - House Keeping Aid II	9.94
11150 - Janitor	12.12
11210 - Laborer, Grounds Maintenance	9.60
11240 - Maid or Houseman	9.27
11270 - Pest Controller	12.21
11300 - Refuse Collector	12.12
11330 - Tractor Operator	10.60
11360 - Window Cleaner	12.89
12000 - Health Occupations	
12020 - Dental Assistant	10.93
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.02
12071 - Licensed Practical Nurse I	12.06
12072 - Licensed Practical Nurse II	13.55
12073 - Licensed Practical Nurse III	15.15

12100 - Medical Assistant	10.66
12130 - Medical Laboratory Technician	14.22
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.57
12221 - Nursing Assistant I	8.03
12222 - Nursing Assistant II	9.03
12223 - Nursing Assistant III	9.85
12224 - Nursing Assistant IV	11.05
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.93
12311 - Registered Nurse I	19.83
12312 - Registered Nurse II	22.11
12313 - Registered Nurse II, Specialist	22.11
12314 - Registered Nurse III	27.91
12315 - Registered Nurse III, Anesthetist	27.94
12316 - Registered Nurse IV	29.41
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.81
13011 - Exhibits Specialist I	20.46
13012 - Exhibits Specialist II	26.07
13013 - Exhibits Specialist III	28.16
13041 - Illustrator I	17.66
13042 - Illustrator II	22.51
13043 - Illustrator III	24.32
13047 - Librarian	24.58
13050 - Library Technician	13.89
13071 - Photographer I	13.80
13072 - Photographer II	16.58
13073 - Photographer III	21.13
13074 - Photographer IV	22.83
13075 - Photographer V	27.60
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.25
15030 - Counter Attendant	8.25
15040 - Dry Cleaner	10.11
15070 - Finisher, Flatwork, Machine	8.25
15090 - Presser, Hand	8.25
15100 - Presser, Machine, Drycleaning	8.25
15130 - Presser, Machine, Shirts	8.25
15160 - Presser, Machine, Wearing Apparel, Laundry	8.25
15190 - Sewing Machine Operator	10.80
15220 - Tailor	11.48
15250 - Washer, Machine	8.94
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.21
19040 - Tool and Die Maker	22.76
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.62
21020 - Material Coordinator	16.89
21030 - Material Expediter	16.89
21040 - Material Handling Laborer	16.45
21050 - Order Filler	13.89
21071 - Forklift Operator	13.92
21080 - Production Line Worker (Food Processing)	14.60
21100 - Shipping/Receiving Clerk	13.72
21130 - Shipping Packer	13.72

21140 - Store Worker I	11.08
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.06
21210 - Tools and Parts Attendant	13.61
21400 - Warehouse Specialist	13.92
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.71
23040 - Aircraft Mechanic Helper	14.78
23050 - Aircraft Quality Control Inspector	19.32
23060 - Aircraft Servicer	16.37
23070 - Aircraft Worker	17.25
23100 - Appliance Mechanic	16.73
23120 - Bicycle Repairer	13.96
23125 - Cable Splicer	21.69
23130 - Carpenter, Maintenance	17.47
23140 - Carpet Layer	17.94
23160 - Electrician, Maintenance	20.74
23181 - Electronics Technician, Maintenance I	18.40
23182 - Electronics Technician, Maintenance II	21.70
23183 - Electronics Technician, Maintenance III	23.74
23260 - Fabric Worker	15.03
23290 - Fire Alarm System Mechanic	17.58
23310 - Fire Extinguisher Repairer	15.55
23340 - Fuel Distribution System Mechanic	19.32
23370 - General Maintenance Worker	15.60
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.24
23430 - Heavy Equipment Mechanic	16.97
23440 - Heavy Equipment Operator	18.48
23460 - Instrument Mechanic	19.10
23470 - Laborer	13.37
23500 - Locksmith	18.41
23530 - Machinery Maintenance Mechanic	18.66
23550 - Machinist, Maintenance	18.41
23580 - Maintenance Trades Helper	13.89
23640 - Millwright	18.76
23700 - Office Appliance Repairer	18.41
23740 - Painter, Aircraft	17.26
23760 - Painter, Maintenance	18.40
23790 - Pipefitter, Maintenance	22.74
23800 - Plumber, Maintenance	18.65
23820 - Pneudraulic Systems Mechanic	19.10
23850 - Rigger	19.10
23870 - Scale Mechanic	17.48
23890 - Sheet-Metal Worker, Maintenance	18.88
23910 - Small Engine Mechanic	15.60
23930 - Telecommunication Mechanic I	17.36
23931 - Telecommunication Mechanic II	17.83
23950 - Telephone Lineman	17.58
23960 - Welder, Combination, Maintenance	16.81
23965 - Well Driller	16.80
23970 - Woodcraft Worker	16.80
23980 - Woodworker	14.45
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.40
24580 - Child Care Center Clerk	8.86
24600 - Chore Aid	8.92
24630 - Homemaker	10.89

25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.78
25040 - Sewage Plant Operator	18.37
25070 - Stationary Engineer	20.78
25190 - Ventilation Equipment Tender	15.28
25210 - Water Treatment Plant Operator	17.84
27000 - Protective Service Occupations	
(not set) - Police Officer	22.56
27004 - Alarm Monitor	13.53
27006 - Corrections Officer	19.31
27010 - Court Security Officer	19.98
27040 - Detention Officer	19.31
27070 - Firefighter	19.87
27101 - Guard I	8.48
27102 - Guard II	13.74
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.21
28020 - Hatch Tender	16.21
28030 - Line Handler	16.21
28040 - Stevedore I	15.30
28050 - Stevedore II	16.52
29000 - Technical Occupations	
21150 - Graphic Artist	18.69
29010 - Air Traffic Control Specialist, Center (2)	29.33
29011 - Air Traffic Control Specialist, Station (2)	20.22
29012 - Air Traffic Control Specialist, Terminal (2)	22.27
29023 - Archeological Technician I	14.84
29024 - Archeological Technician II	16.62
29025 - Archeological Technician III	20.55
29030 - Cartographic Technician	22.35
29035 - Computer Based Training (CBT) Specialist/ Instructor	24.32
29040 - Civil Engineering Technician	20.74
29061 - Drafter I	12.82
29062 - Drafter II	16.27
29063 - Drafter III	19.55
29064 - Drafter IV	25.09
29081 - Engineering Technician I	16.06
29082 - Engineering Technician II	18.06
29083 - Engineering Technician III	20.98
29084 - Engineering Technician IV	24.00
29085 - Engineering Technician V	27.48
29086 - Engineering Technician VI	33.22
29090 - Environmental Technician	17.43
29100 - Flight Simulator/Instructor (Pilot)	27.48
29160 - Instructor	22.54
29210 - Laboratory Technician	18.37
29240 - Mathematical Technician	25.09
29361 - Paralegal/Legal Assistant I	14.45
29362 - Paralegal/Legal Assistant II	18.81
29363 - Paralegal/Legal Assistant III	22.27
29364 - Paralegal/Legal Assistant IV	22.93
29390 - Photooptics Technician	22.06
29480 - Technical Writer	21.39
29491 - Unexploded Ordnance (UXO) Technician I	18.64
29492 - Unexploded Ordnance (UXO) Technician II	22.55
29493 - Unexploded Ordnance (UXO) Technician III	27.03

29494 - Unexploded (UXO) Safety Escort	18.64
29495 - Unexploded (UXO) Sweep Personnel	18.64
29620 - Weather Observer, Senior (3)	21.00
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	20.06
29622 - Weather Observer, Upper Air (3)	20.06
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	17.12
31260 - Parking and Lot Attendant	9.00
31290 - Shuttle Bus Driver	14.50
31300 - Taxi Driver	9.93
31361 - Truckdriver, Light Truck	13.63
31362 - Truckdriver, Medium Truck	15.88
31363 - Truckdriver, Heavy Truck	16.28
31364 - Truckdriver, Tractor-Trailer	16.61
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.38
99030 - Cashier	7.45
99041 - Carnival Equipment Operator	9.78
99042 - Carnival Equipment Repairer	10.16
99043 - Carnival Worker	8.33
99050 - Desk Clerk	7.70
99095 - Embalmer	18.64
99300 - Lifeguard	8.91
99310 - Mortician	19.44
99350 - Park Attendant (Aide)	11.19
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.91
99500 - Recreation Specialist	12.61
99510 - Recycling Worker	14.23
99610 - Sales Clerk	8.87
99620 - School Crossing Guard (Crosswalk Attendant)	8.33
99630 - Sport Official	7.74
99658 - Survey Party Chief (Chief of Party)	14.32
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.01
99660 - Surveying Aide	8.53
99690 - Swimming Pool Operator	15.10
99720 - Vending Machine Attendant	13.41
99730 - Vending Machine Repairer	15.10
99740 - Vending Machine Repairer Helper	13.41

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day).

However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work,

there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare

job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

STATEMENT OF WORK

SECTION C
DESCRIPTION & SPECIFICATIONS
Hazard Tree Contract

Raystown Lake Project, Baltimore District, U.S. Army Corps of Engineers will contract operators and laborers for hazard tree maintenance for the period October 15, 2003 to December 31, 2003.

Raystown Lake is located in Huntingdon and Bedford counties in South Central Pennsylvania, approximately 95 miles west of Harrisburg and 175 miles east of Pittsburgh. It is south of the town of Huntingdon and approximately 70 miles from the Pennsylvania-Maryland border. The damsite is on the Raystown Branch of the Juniata River with the main access to the project from the north via highway PA 26 south from PA 22 at Huntingdon and north from the Pennsylvania Turnpike (I 76) via US 30 to PA 26 north. Huntingdon Pennsylvania, approximately 13 miles to the North, has a population of 8,000.

C. 1. LOCATION AND DESCRIPTION OF WORK.

C.1.1. The contractor shall furnish all equipment, including equipment operators, labor and materials necessary to remove or prune hazardous trees in the Seven Points Recreation Area and Susquehannock Campgrounds at Raystown Lake. All manual climbing will be done in conformance with safety specifications outlined in ANSI Z133.1 Tree Care Operations and USACE Safety and Health Requirements Manual (dated Sept. 1996): Section 31- Tree Maintenance and Removal and Appendix O – Recommended Safe Practices for Tree Maintenance and Removal. The work is to be performed under the direction of the Contracting Officer or the Authorized Representative of the Contracting Officer and may include, but is not limited to, the following:

C.1.1.1 Chipping – Supplier to furnish a disk chipper with a capacity up to 3.5” for dead limbs, branches and treetops. A three man crew will break down tree tops and feed chipper. Tops to be chipped will come from trees various species ranging in size from 8 to 16 inches in diameter.

C.1.1.2 High Pruning – Equipment must have the ability to reach 55’ in height for the pruning of high tree branches and limbs. Trees may have multiple branches pruned. Sizes of tree branches may range from 4 inches to 10 inches in diameter. All high pruning will be located

in areas accessible by equipment. Contractor will advise the Government if the scheduled location of pruning work provides, in the contractors opinion, unsafe work conditions.

C.1.1.4 Ground Work. – Contractor will cut trees, stack camper firewood and general ground work cleanup. Crew will have the option to cut firewood into 24 inch campfire bolts or transport to stockpile yard less than 2 miles. Crew may be directed to leave entire tree in place.

C.1.2 All brush 3.5” and less will be chipped. All chipping material will be stockpiled at a designated site in Seven Points Maintenance area. All wood over 3.5” will be cut into lengths between 18 – 24” and stacked near an adjacent campsite. When trees are removed the stumps will be cut to ground level.

C.1.3 The Corps has identified 160 hours of crew operation. Crew operation is defined as a three-man crew performing any of the labor or equipment operations defined in the specifications. Time worked with less than 3 crewmembers will be prorated based on the number of employees on site. Prior to start of work, the Corps will identify a schedule of tree maintenance and locations for the contractor to follow. Contractor is expected to have a crew and equipment available to meet scheduled tasks as described above. If contractor does not have appropriate crew or equipment to handle assigned tasks, deductions will be made based on percent of scheduled work not completed.

C.2. PERIOD OF CONTRACT.

C.2.1. The work on this contract shall be on an as needed basis. The contractor shall be prepared to commence work no later than 10 days of the or contract award, and shall end no later than Dec 31, 2003. Upon approval of the Contracting Officer, equipment may be moved from the site when not in use, but the Contractor will be required to have it available on the job site within three (3) calendar days after issuance of a delivery order.

C.2.2. Payment for the crews actually worked in accordance with these provisions will be made at the prices shown in the Bidding Schedule. Interim billing is permitted no later than 2 weeks after services are completed.

C.2.3. No payment will be made for idle equipment or crews. Idle equipment is equipment not working for any reason, i.e., broken down, adverse weather, or equipment not needed in the operation. Logbooks will be available for review by the COR or his representative upon request. In addition the contractor will supply weekly, a daily accounting listing of all equipment and labor hours utilized. Appropriate deductions will be taken for unscheduled equipment or crew downtime.

C.3. OPERATION

C.3.1 Equipment will be in condition to render efficient, economical and continuous service. Failure of the equipment to perform to the satisfaction of the Contracting Officer will be sufficient cause for the termination of the contract by the Government, or the requirement by the Government that the equipment be replaced with equipment of satisfactory performance.

C.3.2. The contractor may be required to work with employees of the Corps of Engineers or those working on behalf of the Corps of Engineers.

C.3.2 Specific work specifications and tasks will be discussed during a pre-work conference prior to start of work.

C.4. TRANSPORTATION.

C.4.1. Transportation of equipment and personnel to any job site on Raystown Lake from off the project will be at the expense of the contractor.

C.4.2. Contractor will furnish support vehicles sufficient to meet needs for transportation of personnel, equipment, and supplies within and between job sites at the project.

C.5. CONTRACTOR TO BEAR ALL EXPENSES OF OPERATION AND REPAIR.

C.5.1. The contractor will furnish at his own expense all skilled operators, labor, fuel, safety equipment and vehicles necessary for equipment transportation and bear all expenses incidental to the efficient operation of the plant in connection with the work.

C.6. CONTRACTOR EQUIPMENT.

C.6.1. All equipment to be used must be inspected and approved by the Contracting Officer or his authorized representatives prior to use and at any other time deemed necessary by the Corps of Engineers. All items must have operable safety equipment as specified in EM 385-1-1, Safety and Health Requirement Manual, dated September 3, 1996. A copy of EM 385-1-1 can be obtained at the Raystown Administration Building. All vehicles must be operated in accordance with all Pennsylvania State Law.

C.6.2. Contractor equipment may be stored in a Government security compound. The contractor will be storing the equipment at his/her own risk.

C.6.3. All contractor employees must have and use personal protection devices as specified in EM 385-1-1 dated September 3, 1996. That equipment includes, but is not limited to, safety footwear, hard hats, eye protection, gloves, hearing protection, and chain saw chaps. Required items will be furnished and replaced by the contractor at no cost to the Government.

C.6.4. Hand tools are identified as those items electrical, gas or manually operated, necessary to perform the described work. Those tools include, but are not limited to chain saws, timber tongs and items generally described as tree removal.

C.7. GOVERNMENT FURNISHED MATERIAL

C.7.1. The Government shall be responsible for obtaining all Federal, state and local permits that may be required and the submission of any reports required.

C.8. PAYMENTS.

Payments to the Contractor will be made in accordance with Paragraph C.2 above, "PERIOD OF CONTRACT." Unless otherwise provided in the specifications, partial payments can be made at the end of each two- (2) week period. Invoices shall be prepared and submitted in triplicate to Park Manager, U. S. Army Corps of Engineers, R. D. #1, Box 222, Hesston, Pa 16647. Invoices shall contain the following information: contract number, item number(s), description of equipment used, number of hours used, hourly rate and extended totals, invoice date and be signed by the contractor or authorized representative. The Government shall utilize equipment logs and Daily Accounting Listings (C.2.3.) to verify the accuracy of invoices.

C.9. QUANTITY OF WORK.

The number of hours of work required to complete this contract is estimated. The actual number of hours of work required may be more or less than the estimated amount shown in the contract. Payment for actual hours of work performed will be made at the hourly rate bid.

C.10. SAFETY

At the prework conference, the contractor will provide a comprehensive Safety Hazard Analysis Plan in accordance with the requirements of EM 385 1-1 – "Safety and Health Requirements Manual" and OSHA for approval by the COR. The plan will address at a minimum – training; first aid; emergency response; accident reporting; safety inspection and correction; hazard analysis; safety equipment inspection, repair and replacement; spill control; control substances, etc.

All work will be accomplished in conformance with safety specifications outlined in ANSI Z133.1 Tree Care Operations and USACE Safety and Health Requirements Manual (dated Sept. 1996): Section 31- Tree Maintenance and Removal and Appendix O – Recommended Safe Practices for Tree Maintenance and Removal.

C.11. OBJECTIONABLE EMPLOYEES.

The Contractor will remove from the work site any employee who, in the opinion of the Contracting Officer, is objectionable or incompetent. This requirement shall not be the basis of any claim for compensation or damages against the United States or any of its officers or agents.

C.12. CLEANING UP.

The contractor shall maintain the premises in a clean and neat condition satisfactory to the Contracting Officer at all times.

C.13. LAYOUT OF WORK.

The Authorized Representative of the Contracting Officer will mark or otherwise designate the trees to be maintained.

C.14. CONTRACTOR'S RESPONSIBILITY.

C.14.1. The Contractor shall be responsible that his employees strictly comply with all Federal, State, and municipal laws and all sections of Title 36 CFR 327 that may apply to operations under the contract. It is understood and agreed that the Contractor assumes full responsibility for the safety of his employees, plant, and materials.

C.14.2. In the contractor's absence, the contractor will designate an individual to represent the interests of the contractor and act in his behalf with regards to all matters and activities involving the contract, including safety.

C.14.3 Contractor is expected to insure that crews are consistently pursuing completion of the contract goals without significant down time. Break times will be consistent from day to day in duration and within the time of the work day. The COR will ask the contractor to remove from the job employees deemed not to be consistently working toward the goals of this contract. Failure to maintain adequate speed or production may be grounds for default of the contract."

C.15. DELAYS.

If the contractor refuses or fails to make delivery of the equipment within the time specified in Section C.2, or any extension thereof, as provided in specification, or to maintain the property in serviceable condition and diligently and competently to conduct the specified operations as indicated by the Contracting Officer, the Government may by written notice, terminate the right of the Contractor to proceed with delivery or with further performance under the contract or such part of parts thereof affected by the delay. In such event, the Government may use or procure similar property by contract or otherwise and the Contractor shall be liable to the Government for any excess cost occasioned thereby. Unless otherwise provided in the specifications, the Government shall not be chargeable for out of service time due to breakdown not caused by the act of negligence of the Government of its agents.

C.15.1 Flood/Weather Delays.

Raystown Lake is a flood control lake with the potential for flooding in the project area. Should flooding or inclement weather delay the completion of scheduled work, the contractor will notify the Government immediately. No payment will be made to the contractor for uncompleted work due to rain or other circumstances either within or outside the contractors control. Any partial work completed will be paid on a percent completed basis as estimated by the government..

C.16. LIABILITY

C.16.1. The Contractor will assume responsibility and liability for all injuries to persons or damages to property directly or indirectly due to, or arising out of the operations of the Contractor under this contract, and the Contractor agrees to indemnify and save harmless the United States against any and all claims of whatsoever kind and nature due to, or arising out of, this contract.

C.16.3. Any property of the United States damaged or destroyed by the Contractor will be promptly repaired or replaced by the Contractor to the satisfaction of the Contracting Officer, or in lieu of such repair or replacement, the Contractor will, if so required by the Contracting Officer,

pay to the United States an amount determined by the Contracting Officer to be sufficient to compensate for the loss sustained by the United States.

C.17 INSURANCE. Insurance work on a Government Installation, the contractor shall procure and maintain during the entire period of his performance under the contract 500,000 per occurrence for Comprehensive general liability of bodily injury or death; under motor vehicle \$200,000.00 per person for bodily injury or death and \$20,000 for property damage; and \$100,000 per person for Workers Compensation and Employer's Liability.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

HAZARD TREE REMOVAL CONTRACT BID SHEET

Item	Description	Quantity (hrs)	Unit Price	U/M	Amount
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000A	Hazard Tree Maintenance Tree felling, pruning and chipping using 3-man crew	160.00	_____	HR	_____
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TOTAL ITEMS 000A ----- _____

0001		1	Lump Sum		
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HAZARD TREE MAINTENANCE INCLUDING
FFP
HAZARD TREE MAINTENANCE INCLUDING FELLING, PRUNING AND
CHIPPING USING 3-MAN CREW AT RAYSTOWN LAKE. INCLUDING ALL
ADDITIONAL SPECIFICATIONS ENCLOSED.
GOV'T POC: JEFFEREY KRAUSE @ (814) 658-3405
GOV'T POC: JUDE HARRINGTON @ (814) 658-6808
BUYER POC: CHERI AMES @ (410) 962-3526
PURCHASE REQUEST NUMBER: W81W3G-3178-4025

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-OCT-2003 TO 31-DEC-2003	N/A	OPS DIV RAYSTOWN LAKE PROJECT JEFF KRAUSE RD 1 BOX 222 HESSTON PA 16647 (814) 658-3405 EXT 236 FOB: Destination	E1R0260

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-6 Alt I	Notice of Total Small Business Set-Aside (Jul 1996) - Alternate I	OCT 1995
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

(2) Listed below are additional clauses that apply:

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

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

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

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

(v) 52.233-1, Disputes (Dec 1998).

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

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

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

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

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

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

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

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

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

(vi) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Dec 2001) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.farsite.hill.af.mil>
<http://www.dtic.mil/dfars>
<http://www.ccr.gov/index.cfm>
<http://www.ebs.nab.usace.army.mil>
<http://www.sba.gov/regulations/siccodes>
<http://www.dnb.com>

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

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

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

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

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

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

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

(End of clause)

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, Ground Maintenance @ \$12.24
Tractor Operator, Thinning @ \$14.69
(End of clause)

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

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

<http://www.arnet.gov/far>
<http://www.farsite.hill.af.mil>
<http://www.dtic.mil/dfars>
<http://www.ccr.gov/index.cfm>
<http://www.ebs.nab.usace.army.mil>
<http://www.sba.gov/regulations/siccodes>
<http://www.dnb.com>

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

<u>Line Item Number</u>	<u>Country of Origin</u>
1	USA

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
1	USA

(End of provision)