

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-4042-0741		PAGE 1 OF 31		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W912DR-04-T-0027		6. SOLICITATION ISSUE DATE 19-Feb-2004	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME WILLIAM EPPS			b. TELEPHONE NUMBER (No Collect Calls) 410-962-5610		8. OFFER DUE DATE/LOCAL TIME 03:00 PM 05 Mar 2004	
9. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201		CODE W912DR	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)			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS
TEL: FAX:		SIC: 7349	SIZE STANDARD: 14.0M			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING
15. DELIVER TO TIOGA-HAMMOND/COWANESQUE LAKE PAXTON WHIPPLE RD 1, BOX 65 TIOGA PA 16946 TEL: 570-835-5281 FAX:		CODE E1R0250	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
<b>SEE SCHEDULE</b>								
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		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE YEAR CLEANING SERVICES COWANESQUE FFP FURNISH ALL LABOR, MATERIALS, EQUIPMENT, SUPPLIES AND TRANSPORTATION NECESSARY TO PROVIDE CLEANING SERVICES AS DESCRIBED IN SPECIFICATIONS FOR THE DESIGNATED BUILDINGS AT THE COWANESQUE LAKES PROJECT.	1	Lump Sum		

POC (REQUESTOR) L. PAX WHIPPLE (570) 835-5281  
 POC (VENDOR)  
 POC (CONTRACTING OFFICE) WILLIAM (TONY) EPPS (410)962-5610/  
 TONY.EPPS@USACE.ARMY.MIL

NOTE: ALL REQUESTS/QUESTIONS SHALL BE SUBMITTED TO MY  
 ATTENTION VIA EMAIL. NO PHONE OR FAX REQUEST FOR THIS  
 SOLICITATION WILL BE ACCEPTED. BIDS SHALL BE SUBMITTED VIA  
 FAX AT (410) 962-0933 OR MAILED TO U.S. ARMY CORPS OF  
 ENGINEERS, CONTRACTING DIVISION, ATTN: TONY EPPS 10 SOUTH  
 HOWARD STREET, BALTIMORE, MD 21201-2530  
 PURCHASE REQUEST NUMBER: W81W3G-4042-0741

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	OPTION YEAR 1 CLEANING SERVICES COWANESQ FFP FURNISH ALL LABOR, MATERIALS, EQUIPPMENT, SUPPLIES AND TRANSPORTATION NECESSARY TO PROVIDE CLEANING SERVICES AS DESCRIBED IN SPECIFICATIONS FOR THE DESIGNATED BUILDINGS AT THE COWANESQUE LAKES PROJECT.	1	Lump Sum		
POC (REQUESTOR) L. PAX WHIPPLE (570) 835-5281 PURCHASE REQUEST NUMBER: W81W3G-4042-0741					

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	OPTION YEAR 2 CLEANING SERVICES COWANESQ FFP FURNISH ALL LABOR, MATERIALS, EQUIPPMENT, SUPPLIES AND TRANSPORTATION NECESSARY TO PROVIDE CLEANING SERVICES AS DESCRIBED IN SPECIFICATIONS FOR THE DESIGNATED BUILDINGS AT THE COWANESQUE LAKES PROJECT.	1	Lump Sum		
POC (REQUESTOR) L. PAX WHIPPLE (570) 835-5281 PURCHASE REQUEST NUMBER: W81W3G-4042-0741					

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lump Sum		
OPTION	OPTION YEAR 3 CLEANING SERVICES COWANESQ FFP FURNISH ALL LABOR, MATERIALS, EQUIPPMENT, SUPPLIES AND TRANSPORTATION NECESSARY TO PROVIDE CLEANING SERVICES AS DESCRIBED IN SPECIFICATIONS FOR THE DESIGNATED BUILDINGS AT THE COWANESQUE LAKES PROJECT.  POC (REQUESTOR) L. PAX WHIPPLE (570) 835-5281 PURCHASE REQUEST NUMBER: W81W3G-4042-0741				

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lump Sum		
OPTION	OPTION YEAR 4 CLEANING SERVICES COWANESQ FFP FURNISH ALL LABOR, MATERIALS, EQUIPPMENT, SUPPLIES AND TRANSPORTATION NECESSARY TO PROVIDE CLEANING SERVICES AS DESCRIBED IN SPECIFICATIONS FOR THE DESIGNATED BUILDINGS AT THE COWANESQUE LAKES PROJECT.  POC (REQUESTOR) L. PAX WHIPPLE (570) 835-5281 PURCHASE REQUEST NUMBER: W81W3G-4042-0741				

---

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

0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2004 TO 30-SEP-2004	N/A	TIOGA-HAMMOND/COWANESQUE LAKE PAXTON WHIPPLE RD 1, BOX 65 TIOGA PA 16946 570-835-5281 FOB: Destination	E1R0250
0002	POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0250
0003	POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0250
0004	POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0250
0005	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0250

## CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items (Jan 2004) Alternate I	APR 2002
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.217-5	Evaluation Of Options	JUL 1990
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-6 Alt I	Notice of Total Small Business Set-Aside (Jun 2003) - Alternate I	OCT 1995
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002

52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.233-3	Protest After Award	AUG 1996
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2003

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;

- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and

urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the 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 the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within SIXTY (60); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least Sixty days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed September 30, 2008.  
(End of clause)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561720.

(2) The small business size standard is 14.0M.

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

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

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

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

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

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

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

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

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

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

\_\_\_ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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

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

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

Janitor @ \$11.11 per hour.

(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://FARSITE.HILL.AF.MIL](http://FARSITE.HILL.AF.MIL).

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[HTTP://FARSITE.HILL.AF.MIL](http://FARSITE.HILL.AF.MIL).

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004) (DEVIATION)

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

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

STATEMENT OF WORK

**PART I - THE SCHEDULE**

**SECTION C - DESCRIPTION/SPECS/WORK STATEMENTS**

**C.1 CLEANING**

**C.1.1 General**

C.1.1.1 Scope of work - To provide all necessary labor, equipment, supplies, and transportation to provide cleaning services at the Cowanesque Lake Project as described and for all facilities listed in this Section C.1.

C.1.1.2 The contractor must have sufficient labor, equipment and supplies to perform the work required.

C.1.1.3 The contractor shall provide all equipment, materials and supplies and shall be responsible for making his/her own arrangements for all needed equipment, material and supplies except for the following which will be provided by the Government: toilet paper, trash can liners and light bulbs.

C.1.1.4 All supplies and materials shall be subject to the approval of the Contracting Officer's Representative (COR) or the Contracting Officer.

C.1.1.5 All work shall be performed in an orderly manner as directed by the Contracting Officer's Representative or the Contracting Officer. If the services are found to be defective in workmanship or otherwise not in conformity with the specifications and requirements, the Contracting Officer shall have the right to reject such service and require the work to be redone in an efficient and workmanlike manner without additional cost to the government.

C.1.1.6 Prospective bidders should visit actual locations and buildings where janitorial services are to be performed. Also, they should discuss contract requirements with the Contracting Officer's Representative or the Contracting Officer for full understanding of work to be accomplished before submitting any bid. A 50% Performance Bond [50% of the total years bid] is required. Proof of this bonding must be provided at the time of the award of the contract.

C.1.1.7 All equipment shall be parked within designated areas. The contractor shall be responsible for securing all buildings and gates, if necessary, upon the completion of their duties.

C.1.1.8 Special care shall be exercised to avoid damaging any facilities (i.e., walls, draperies, office equipment, carpeting, etc.) and the contractor will repair or restore any damage to such facilities resulting from the contractor's failure to exercise reasonable care and judgment in the performance of the work. If the contractor fails or refuses to repair any such damage promptly, the Contracting Officer may have the necessary work performed and charge the cost thereof to the contractor.

C.1.1.9 The contractor shall submit for approval a Safety plan and Activity Hazard analysis and will be required to follow approved plans during the normal course of duties, exercising extreme care so as to protect all visitors and their property from injury, harm and/or damage. During cleaning of all buildings and walkways, contractor shall post signs warning the visitors of any slippery or wet conditions. The contractor shall be liable for any and all such claims. A USACE Safety Manual EM385-1-1 shall be provided to the contractor and he shall be required to comply with all pertinent requirements of the manual.

C.1.1.10 The contractor shall turn over to the operations manager all items found in the beach house, comfort stations or pavilions.

C.1.1.11 The contractor will keep an up to date log book in which will be recorded:

C.1.1.11.1 Dates and times of every cleaning for each comfort station, beach house, and pavilion, Camp Control, and beach garbage cans.

C.1.1.11.2 All problems (safety concerns, vandalism, faulty facilities, etc.) encountered by date, time, and building; and the date, time, and individual Corps representative notified of these problems.

C.1.1.12 The contractor shall provide additional cleanings when requested by the Contracting Officer or his representative, as may be required due to vandalism or other unusual circumstances. The contractor will use the contract price per unit to invoice the government for any additional cleanings.

## C.1.2 **Cleaning Definitions**

### C.1.2.1 **Complete Cleaning of Comfort Stations and Beach house**

C.1.2.1.1 Thoroughly clean ,mop and disinfect all interior surfaces (i.e., walls, ceilings, doors, partitions and floors).

C.1.2.1.2 Thoroughly clean and disinfect all interior hardware and fittings (i.e., toilet bowls, urinals, sinks, showers, shower stalls, dressing booths, shelves, mirrors, towel racks, soap dishes, paper towel holders, etc.).

C.1.2.1.3 Clean, sweep and/or hose exterior of facilities to include walls, soffits, entrance pads, walkways, entrance blinds, changing stalls as needed to remove stones, spider webs, bird nests and droppings, bee nests, graffiti, mud, dirt, stains, and litter to assure a neat, clean, well maintained appearance.

]

C.1.2.1.4 Empty all waste receptacles and replenish liners and toilet paper.

C.1.2.1.5 Promptly report all acts of vandalism; broken, leaking or missing fixtures; inoperative lights, heaters, switches, or receptacles; broken or inoperative doors, windows, louvers, screens, locks, or door closers or any other item, verbally and in writing to the park ranger on duty, contract inspector or the administration office. In case of an emergency the contractor should report to the nearest USACE employee on duty.

### C.1.2.2 **Partial Cleaning of Comfort Stations and Beach house**

C.1.2.2.1 Sweep and damp mop floor, clean-up all stains and obtrusive matter, replenish paper supplies, empty waste receptacles and replenish liners, clean sinks, toilet bowels, and urinals.

### C.1.2.3 **Special Cleanings of Comfort Stations and Beach house**

C.1.2.3.1 Completely and thoroughly clean and wax all toilet and shower doors, partitions, entrance doors and frames (interior and exterior), paper towel dispensers, shower seats, dryers, and waste receptacles with a good grade of automotive wax.

C.1.2.3.2 Clean and polish all exposed chrome or stainless fittings, pipes, valves, faucets, flush-o-meters, soap dishes, shower heads, handrails, etc., with a good grade of chrome or stainless polish.

C.1.2.3.3 Clean all interior and exterior light fixtures,[including removing light panels ], and clean all windows and screens.

#### C.1.2.4 **Cleaning of Pavilions**

C.1.2.4.1 Clean and sweep floors, beams, rafters, tables, and benches. Hose floors as necessary. Pick-up and remove litter and debris within a minimum 100 foot radius around the shelter.

C.1.2.4.2 Clean and empty trash receptacles and replenish liners, fire rings, and cooking grills.

C.1.2.4.3 Remove bird nests, bee nests, spider webs, bird droppings, graffiti, stones, sticks, mud, dirt, stains, or any other foreign matter.\* Pressure washing may be used as needed to accomplish this but the contractor shall be required to use extreme care so as not to cause damage to any surfaces being cleaned.

#### C.1.2.5 **Emptying of Trash Cans**

Empty trash and replace liners as necessary. Clean up all ground litter within a 25 foot radius around trash cans and dispose of all waste in dumpsters.

### C.1.3 **Schedule of Cleanings**

#### C.1.3.1 **Day Use**

##### C.1.3.1.1 **North Tailrace Comfort Station (Vault)**

\*Currently closed to all non-government vehicular traffic access

C.1.3.1.1.1\*\* Beginning 01 April to and including 30 September one complete cleaning on Wednesdays  
2004-26

- *\* THIS WILL ONLY BE INCLUDED IN CONTRACTOR CLEANING IF THE ACCESS ROAD IS REOPENED*

C.1.3.1.1.2 Special cleanings one each week the first weeks of May, June, July, August, September and October.  
2004- 5

##### C.1.3.1.2 **South Shore West Boat Launch Comfort Station (Vault)**

C.1.3.1.2.1 Beginning 01 April up to and including the Wednesday prior to Memorial Day one complete cleaning on Wednesdays and Sundays-  
2004-16

C.1.3.1.2.2 Beginning the Friday before Memorial Day up to and including Labor Day one daily complete cleaning between 8:00 AM and 11:00 AM and one daily partial cleaning between 3:00 PM and 5:00 PM.

*Complete: 2004-102*

*Partial: 2004-102*

C.1.3.1.2.3 Beginning the day after Labor Day up to and including 30 September one complete cleaning on Wednesdays and Sundays.  
2004-7

C.1.3.1.2.4 Special cleanings one each week the first weeks of May, June, July, August, and September.  
2004-5

##### C.1.3.1.3 **South Shore Oneida Pavilion**

C.1.3.1.3.1 Beginning 01 April and up to and including the Wednesday before Memorial day one complete cleaning on Wednesdays and Sundays  
2004-16

C.1.3.1.3.2 Beginning the Friday before Memorial Day up to and including Labor day one cleaning on Fridays, Saturdays, Sundays, and Mondays. Cleaning to be completed by 9:00 AM.  
2004-60

C.1.3.1.3.3 Beginning the day after Labor day and up to and including 30 September one complete cleaning on Wednesdays and Sundays.  
2004-7

**C.1.3.1.4 South Shore Oneida Comfort Station (Flush)**

Beginning 01 April up to and including the Wednesday before Memorial Day one complete cleaning on Wednesdays and Sundays.  
2004-16

C.3.1.4.1 Beginning the Friday before Memorial Day up to and including Labor day one daily complete cleaning between 8:00 AM and 11:00 AM, and one daily partial cleaning between 3:00 PM and 5:00 PM.  
*Complete:* 2004-102  
*Partial:* 2004-102

C.1.3.1.4.3. Beginning the day after Labor Day up to and including 30 September one complete cleaning on Wednesdays and Sundays.  
2004-7

C.1.3.1.4.5 Special cleanings one each week the first weeks of May, June, July, August, and September.  
2004-5

**C.1.3.1.5 South Shore Mohawk Pavilion**

C.1.3.1.5.1 Beginning 01 April and up to and including the Wednesday before Memorial day one complete cleaning on Wednesdays and Sundays  
2004-16

C.1.3.1.5.2 Beginning the Friday before Memorial Day up to and including Labor Day one complete cleaning on Fridays, Saturdays, Sundays, and Mondays. Cleaning to be completed by 9:00 AM.  
2004-60

C.1.3.1.5.3 Beginning the day after Labor day and up to and including 30 September one complete cleaning on Wednesdays and Sundays.  
2004-7

**C.1.3.1.6 South Shore Iroquois Pavilion**

C.1.3.1.6.1 Beginning 01 April and up to and including the Wednesday before Memorial day one complete cleaning on Wednesdays and Sundays.  
2004-16

C.1.3.1.6.2 Beginning the Friday before Memorial Day up to and including Labor Day one cleaning on Fridays, Saturdays, Sundays, and Mondays. Cleaning to be completed by 9:00 AM.  
2004-60

C.1.3.1.6.3 Beginning the day after Labor day and up to and including 30 September one complete cleaning on Wednesdays and Sundays  
2004-7

**C.1.3.1.7 South Shore Iroquois Comfort Station (Flush)**

C.1.3.1.7.1 Beginning 01 April and up to and including the Wednesday before Memorial day one complete cleaning on Wednesdays and Sundays  
2004-16

C.1.3.1.7.2 Beginning the Friday before Memorial Day up to and including Labor Day one daily complete cleaning between 8:00 AM and 11:00 AM, and one daily partial cleaning between 3:00 PM and 5:00 PM.  
*Complete:* 2004-102  
*Partial:* 2004-102

C.1.3.1.7.3 Beginning the day after Labor day and up to and including 30 September one complete cleaning on Wednesdays and Sundays  
2004-7

C.1.3.1.7.5 Special cleanings one each week the first weeks of May, June, July, August and September.  
2004-5

**C.1.3.1.8 South Shore Beach house with Showers (Flush)**

C.1.3.1.8.1 Beginning 01 April up to and including the Wednesday before Memorial Day one complete cleaning on Wednesdays and Sundays.  
2004-16

C.1.3.1.8.2 Beginning the Friday before Memorial Day up to and including Labor Day one daily complete cleaning by 10:00 AM, and one daily partial cleaning between 3:00 PM and 5:00 PM.  
*Complete:* 2004-102  
*Partial:* 2004-102

C.1.3.1.8.3 Beginning the day after Labor day and up to and including 30 September one complete cleaning on Wednesdays and Sundays  
2004-7

C.1.3.1.8.5 Special cleanings one each week the first weeks of May, June, July, August and September.  
2004-5

**C.1.3.1.9 South Shore Beach Trash Cans**

Beginning the Friday before Memorial Day up to and including the day after Labor Day empty two trash cans daily.  
2004-103

**C.1.3.1.10 Lawrence Pavilion**

C.1.3.1.10.1 Beginning 01 April and up to and including the Wednesday before Memorial day one complete cleaning on Wednesdays and Sundays  
2004-16

C.1.3.1.10.2 Beginning the Friday before Memorial Day up to and including Labor Day one cleaning on Fridays, Saturdays, Sundays, and Mondays. Cleaning to be completed by 9:00 AM.  
2004-60

C.1.3.1.10.3 Beginning the day after Labor day and up to and including 30 September one complete cleaning on Wednesdays and Sundays  
2004-7

**C.1.3.1.11 Lawrence Comfort Station (Vault)**

C.1.3.1.11.1 Beginning 01 April and up to and including the Wednesday before Memorial day one complete cleaning on Wednesdays and Sundays  
2004-16

C.1.3.1.11.2 Beginning the Friday before Memorial Day up to and including Labor Day one daily complete cleaning between 8:00 AM and 11:00 AM, and one daily partial cleaning between 3:00 PM and 5:00 PM.  
*Complete:* 2004-102  
*Partial:* 2004-102

C.1.3.1.11.3 Beginning the day after Labor day and up to and including 30 September one complete cleaning on Wednesdays and Sundays  
2004-7

C.1.3.1.11.5 Special cleanings one each week the first weeks of May, June, July, August and September.  
2004-5

**C.1.3.2 Campground**

**C.1.3.2.1 Amphitheater Pavilion**

C.1.3.2.1.1 Beginning the 14<sup>th</sup> of May and up to and including the Friday before Labor Day one cleaning each Friday.  
2004-15

**C.1.3.2.2 Bench Comfort Station (Flush)**

C.1.3.2.2.1 Beginning 14 May up to and including the Thursday prior to Memorial Day one complete cleaning daily.  
2004-14

C.1.3.2.2.2 Beginning the Friday before Memorial Day up to and including the Wednesday after Labor Day one daily complete cleaning between 8:00 AM and 11:00 AM, and one daily partial cleaning between 4:00 PM and 6:00 PM. One additional partial cleaning between 8:30 PM and 10:00 PM on all Federal holidays and all Saturdays and Sundays of Federal holiday weekends.  
*Complete:* 2004-104  
*Partial:* 2004-113

C.1.3.2.2.3 One special cleaning the first weeks of May, June, July, August, and September.  
2004-5

**C.1.3.2.3 Knoll Comfort Station with Showers (Flush)**

C.1.3.2.3.1 Beginning 14 May up to and including the Thursday prior to Memorial Day one complete cleaning daily.  
2004-14

C.1.3.2.3.2 Beginning the Friday before Memorial Day up to and including the Wednesday after Labor Day one daily complete cleaning between 8:00 AM and 11:00 AM, and one daily partial cleaning between 4:00 PM and 6:00 PM. One additional partial cleaning between 8:30 PM and 10:00 PM on all Federal holidays and all Saturdays and Sundays of Federal holiday weekends.  
*Complete:* 2004-104  
*Partial:* 2004-113

C.1.3.2.3.3 One special cleaning the first weeks of May, June, July, August, and September.  
2004-5

**C.1.3.2.4 Cove Comfort Station with Showers (Flush)**

C.1.3.2.4.1 Beginning 14 May up to and including the Thursday prior to Memorial Day one complete cleaning daily.  
2004-14

C.1.3.2.4.2 Beginning the Friday before Memorial Day up to and including the Wednesday after Labor Day one daily complete cleaning between 8:00 AM and 11:00 AM, and one daily partial cleaning between 4:00 PM and 6:00 PM. One additional partial cleaning between 8:30 PM and 10:00 PM on all Federal holidays and all Saturdays and Sundays of Federal holiday weekends.

*Complete:* 2004-104

*Partial:* 2004-113

C.1.3.2.4.3 One special cleaning the first weeks of May, June, July, August, and September.  
2004-5

**C.1.3.2.5 Meadow Comfort Station (Vault)**

C.1.3.2.5.1 Beginning 1 April and up to and including the Wednesday prior to Memorial Day one complete cleaning weekly on Wednesdays  
2004-8

C.1.3.2.5.2 Beginning the Friday before Memorial Day up to and including the Wednesday after Labor Day one daily complete cleaning between 8:00 AM and 11:00 AM, and one daily partial cleaning between 4:00 PM and 6:00 PM. One additional partial cleaning between 8:30 PM and 10:00 PM on all Federal holidays and all Saturdays and Sundays of Federal holiday weekends.

*Complete:* 2004-104

*Partial:* 2004-113

*C.1.3.2.5.3 Beginning 15 September up to and including 30 September one complete cleaning daily on Wednesdays and Sundays*

*Complete* 2004-3

C.1.3.2.5.4 One special cleaning the first weeks of May, June, July, August, and September.  
2004-5

**C.1.3.2.6 Meadow Pavilion**

C.1.3.2.6.1 Beginning 14 May up to and including the Friday before Labor Day one cleaning each Friday.  
2004-15

**C.1.3.2.7 Hike-In Comfort Station (Vault)**

C.1.3.2.7.1 Beginning 14 May up to and including the Thursday prior to Memorial Day one complete cleanings daily.  
2004-14

C.1.3.2.7.2 Beginning the Friday before Memorial Day up to and including the Wednesday after Labor Day one daily complete cleaning between 8:00 AM and 11:00 AM, and one daily partial cleaning between 4:00 PM and 6:00 PM. One additional partial cleaning between 8:30 PM and 10:00 PM on all Federal holidays and all Saturdays and Sundays of Federal holiday weekends.

*Complete:* 2004-104

*Partial:* 2004-113

C.1.3.2.7.3 One special cleaning the first weeks of May, June, July, August and September.  
2004-5

C.1.4 **Cleaning Totals**

ITEM	DESCRIPTION	QUANTITY
C.1.4.3	<b>2004 Totals [ESTIMATED]</b>	
C.1.4.3.1	Complete Cleanings of Comfort Stations	1087—Additional 26 pending N Access Status
C.1.4.3.2	Complete Cleanings of Beach house	125
C.1.4.3.3	Partial Cleanings of Comfort Stations	973
C.1.4.3.4	Partial Cleanings of Beach house	102
C.1.4.3.5	Special Cleanings of Comfort Stations	45—Additional 5 pending N Access Status
C.1.4.3.6	Special Cleanings of Beach house	5
C.1.4.3.7	Cleanings of Pavilions	362
C.1.4.3.8	Emptying Trash Cans at South Shore Beach	206 [103x2]
C.1.4.3.9	Extra Cleanings of Comfort Stations	___ Based on seasonal closure of Campground
C.1.4.3.10	Extra Cleanings of Beach house	___ Based on seasonal closure of Campground

WAGE RATES

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. 18) dated 30 June 2003

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 (18) AREA: PA, SCRANTON

WAGE DETERMINATION NO: 94-2453 REV (18) 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.: 18  
| | Date Of Last Revision: 06/30/2003

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 CODE - TITLE | MINIMUM WAGE RATE  
01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	8.93
01012 - Accounting Clerk II	11.11
01013 - Accounting Clerk III	12.76
01014 - Accounting Clerk IV	14.33
01030 - Court Reporter	11.24
01050 - Dispatcher, Motor Vehicle	10.02
01060 - Document Preparation Clerk	10.10
01070 - Messenger (Courier)	8.41
01090 - Duplicating Machine Operator	10.10
01110 - Film/Tape Librarian	9.87
01115 - General Clerk I	8.29
01116 - General Clerk II	10.66
01117 - General Clerk III	11.63
01118 - General Clerk IV	14.73
01120 - Housing Referral Assistant	13.63
01131 - Key Entry Operator I	8.76
01132 - Key Entry Operator II	10.29
01191 - Order Clerk I	11.07
01192 - Order Clerk II	14.16
01261 - Personnel Assistant (Employment) I	9.27
01262 - Personnel Assistant (Employment) II	11.74
01263 - Personnel Assistant (Employment) III	12.97
01264 - Personnel Assistant (Employment) IV	14.66
01270 - Production Control Clerk	14.05
01290 - Rental Clerk	8.97
01300 - Scheduler, Maintenance	9.93
01311 - Secretary I	9.93
01312 - Secretary II	11.31
01313 - Secretary III	13.63
01314 - Secretary IV	14.86
01315 - Secretary V	16.49
01320 - Service Order Dispatcher	10.01
01341 - Stenographer I	9.44
01342 - Stenographer II	11.01
01400 - Supply Technician	13.25
01420 - Survey Worker (Interviewer)	10.22
01460 - Switchboard Operator-Receptionist	8.62
01510 - Test Examiner	11.31
01520 - Test Proctor	11.31
01531 - Travel Clerk I	9.77
01532 - Travel Clerk II	10.24
01533 - Travel Clerk III	10.93
01611 - Word Processor I	8.77
01612 - Word Processor II	10.95
01613 - Word Processor III	12.25
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.81
03041 - Computer Operator I	11.25
03042 - Computer Operator II	12.65
03043 - Computer Operator III	15.27
03044 - Computer Operator IV	15.92
03045 - Computer Operator V	17.66
03071 - Computer Programmer I (1)	12.85
03072 - Computer Programmer II (1)	15.60
03073 - Computer Programmer III (1)	19.36
03074 - Computer Programmer IV (1)	23.19
03101 - Computer Systems Analyst I (1)	21.91
03102 - Computer Systems Analyst II (1)	25.63
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.43
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	14.23
05010 - Automotive Glass Installer	13.29
05040 - Automotive Worker	13.29
05070 - Electrician, Automotive	13.81
05100 - Mobile Equipment Servicer	12.41

05130 - Motor Equipment Metal Mechanic	14.23
05160 - Motor Equipment Metal Worker	13.29
05190 - Motor Vehicle Mechanic	14.23
05220 - Motor Vehicle Mechanic Helper	11.95
05250 - Motor Vehicle Upholstery Worker	12.85
05280 - Motor Vehicle Wrecker	13.29
05310 - Painter, Automotive	13.81
05340 - Radiator Repair Specialist	13.30
05370 - Tire Repairer	11.99
05400 - Transmission Repair Specialist	14.23
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.09
07010 - Baker	10.12
07041 - Cook I	9.47
07042 - Cook II	10.12
07070 - Dishwasher	8.09
07130 - Meat Cutter	10.12
07250 - Waiter/Waitress	8.41
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	13.81
09040 - Furniture Handler	12.58
09070 - Furniture Refinisher	15.19
09100 - Furniture Refinisher Helper	13.15
09110 - Furniture Repairer, Minor	14.09
09130 - Upholsterer	13.81
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.28
11060 - Elevator Operator	8.83
11090 - Gardener	9.88
11121 - House Keeping Aid I	7.77
11122 - House Keeping Aid II	8.83
11150 - Janitor	8.83
11210 - Laborer, Grounds Maintenance	8.95
11240 - Maid or Houseman	7.77
11270 - Pest Controller	10.28
11300 - Refuse Collector	9.28
11330 - Tractor Operator	9.65
11360 - Window Cleaner	9.64
12000 - Health Occupations	
12020 - Dental Assistant	11.48
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.48
12071 - Licensed Practical Nurse I	11.56
12072 - Licensed Practical Nurse II	12.98
12073 - Licensed Practical Nurse III	12.98
12100 - Medical Assistant	10.27
12130 - Medical Laboratory Technician	12.98
12160 - Medical Record Clerk	10.26
12190 - Medical Record Technician	14.22
12221 - Nursing Assistant I	8.12
12222 - Nursing Assistant II	9.13
12223 - Nursing Assistant III	9.96
12224 - Nursing Assistant IV	11.18
12250 - Pharmacy Technician	12.97
12280 - Phlebotomist	12.98
12311 - Registered Nurse I	15.47
12312 - Registered Nurse II	18.91
12313 - Registered Nurse II, Specialist	18.91
12314 - Registered Nurse III	22.88
12315 - Registered Nurse III, Anesthetist	22.88
12316 - Registered Nurse IV	27.43
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	13.42
13011 - Exhibits Specialist I	13.38
13012 - Exhibits Specialist II	18.21
13013 - Exhibits Specialist III	20.48
13041 - Illustrator I	13.38

13042 - Illustrator II	18.08
13043 - Illustrator III	20.48
13047 - Librarian	18.40
13050 - Library Technician	11.24
13071 - Photographer I	12.03
13072 - Photographer II	13.89
13073 - Photographer III	18.91
13074 - Photographer IV	23.39
13075 - Photographer V	28.31
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.87
15030 - Counter Attendant	7.87
15040 - Dry Cleaner	9.86
15070 - Finisher, Flatwork, Machine	7.87
15090 - Presser, Hand	7.87
15100 - Presser, Machine, Drycleaning	7.87
15130 - Presser, Machine, Shirts	7.87
15160 - Presser, Machine, Wearing Apparel, Laundry	7.87
15190 - Sewing Machine Operator	10.63
15220 - Tailor	11.41
15250 - Washer, Machine	8.24
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	14.57
19040 - Tool and Die Maker	16.38
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.00
21020 - Material Coordinator	14.75
21030 - Material Expediter	14.75
21040 - Material Handling Laborer	12.20
21050 - Order Filler	10.45
21071 - Forklift Operator	13.42
21080 - Production Line Worker (Food Processing)	13.08
21100 - Shipping/Receiving Clerk	10.49
21130 - Shipping Packer	11.54
21140 - Store Worker I	11.30
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.94
21210 - Tools and Parts Attendant	14.63
21400 - Warehouse Specialist	14.63
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	15.65
23040 - Aircraft Mechanic Helper	13.15
23050 - Aircraft Quality Control Inspector	16.13
23060 - Aircraft Servicer	14.09
23070 - Aircraft Worker	14.56
23100 - Appliance Mechanic	15.19
23120 - Bicycle Repairer	12.38
23125 - Cable Splicer	18.00
23130 - Carpenter, Maintenance	15.88
23140 - Carpet Layer	14.56
23160 - Electrician, Maintenance	18.94
23181 - Electronics Technician, Maintenance I	17.73
23182 - Electronics Technician, Maintenance II	18.66
23183 - Electronics Technician, Maintenance III	20.61
23260 - Fabric Worker	12.81
23290 - Fire Alarm System Mechanic	15.65
23310 - Fire Extinguisher Repairer	13.62
23340 - Fuel Distribution System Mechanic	15.65
23370 - General Maintenance Worker	13.52
23400 - Heating, Refrigeration and Air Conditioning Mechanic	15.17
23430 - Heavy Equipment Mechanic	14.97
23440 - Heavy Equipment Operator	16.38
23460 - Instrument Mechanic	16.38
23470 - Laborer	10.23
23500 - Locksmith	15.19
23530 - Machinery Maintenance Mechanic	15.35
23550 - Machinist, Maintenance	14.89

23580 - Maintenance Trades Helper	13.15
23640 - Millwright	18.00
23700 - Office Appliance Repairer	16.71
23740 - Painter, Aircraft	15.53
23760 - Painter, Maintenance	16.44
23790 - Pipefitter, Maintenance	17.37
23800 - Plumber, Maintenance	16.97
23820 - Pneudraulic Systems Mechanic	15.65
23850 - Rigger	15.65
23870 - Scale Mechanic	14.56
23890 - Sheet-Metal Worker, Maintenance	16.64
23910 - Small Engine Mechanic	15.23
23930 - Telecommunication Mechanic I	16.90
23931 - Telecommunication Mechanic II	17.40
23950 - Telephone Lineman	16.90
23960 - Welder, Combination, Maintenance	14.23
23965 - Well Driller	15.65
23970 - Woodcraft Worker	15.65
23980 - Woodworker	12.73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.22
24580 - Child Care Center Clerk	10.24
24600 - Chore Aid	8.22
24630 - Homemaker	12.03
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.00
25040 - Sewage Plant Operator	16.25
25070 - Stationary Engineer	18.00
25190 - Ventilation Equipment Tender	13.15
25210 - Water Treatment Plant Operator	15.38
27000 - Protective Service Occupations	
(not set) - Police Officer	20.49
27004 - Alarm Monitor	11.06
27006 - Corrections Officer	17.69
27010 - Court Security Officer	18.18
27040 - Detention Officer	17.69
27070 - Firefighter	16.75
27101 - Guard I	7.76
27102 - Guard II	12.17
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	14.52
28020 - Hatch Tender	14.52
28030 - Line Handler	14.52
28040 - Stevedore I	12.84
28050 - Stevedore II	13.80
29000 - Technical Occupations	
21150 - Graphic Artist	18.05
29010 - Air Traffic Control Specialist, Center (2)	29.93
29011 - Air Traffic Control Specialist, Station (2)	20.64
29012 - Air Traffic Control Specialist, Terminal (2)	22.73
29023 - Archeological Technician I	14.10
29024 - Archeological Technician II	15.87
29025 - Archeological Technician III	19.59
29030 - Cartographic Technician	19.69
29035 - Computer Based Training (CBT) Specialist/ Instructor	21.91
29040 - Civil Engineering Technician	17.81
29061 - Drafter I	10.23
29062 - Drafter II	11.64
29063 - Drafter III	15.93
29064 - Drafter IV	19.59
29081 - Engineering Technician I	11.77
29082 - Engineering Technician II	13.39
29083 - Engineering Technician III	18.06
29084 - Engineering Technician IV	22.37
29085 - Engineering Technician V	26.44
29086 - Engineering Technician VI	33.34

29090 - Environmental Technician	16.92
29100 - Flight Simulator/Instructor (Pilot)	25.63
29160 - Instructor	18.95
29210 - Laboratory Technician	13.72
29240 - Mathematical Technician	19.46
29361 - Paralegal/Legal Assistant I	14.08
29362 - Paralegal/Legal Assistant III	16.56
29363 - Paralegal/Legal Assistant III	20.20
29364 - Paralegal/Legal Assistant IV	24.52
29390 - Photooptics Technician	20.21
29480 - Technical Writer	19.54
29491 - Unexploded Ordnance (UXO) Technician I	19.02
29492 - Unexploded Ordnance (UXO) Technician II	23.01
29493 - Unexploded Ordnance (UXO) Technician III	27.58
29494 - Unexploded (UXO) Safety Escort	19.02
29495 - Unexploded (UXO) Sweep Personnel	19.02
29620 - Weather Observer, Senior (3)	15.17
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	13.56
29622 - Weather Observer, Upper Air (3)	13.56
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	13.38
31260 - Parking and Lot Attendant	9.59
31290 - Shuttle Bus Driver	12.28
31300 - Taxi Driver	9.59
31361 - Truckdriver, Light Truck	11.16
31362 - Truckdriver, Medium Truck	12.02
31363 - Truckdriver, Heavy Truck	16.63
31364 - Truckdriver, Tractor-Trailer	16.63
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.75
99030 - Cashier	6.70
99041 - Carnival Equipment Operator	9.07
99042 - Carnival Equipment Repairer	9.47
99043 - Carnival Worker	8.09
99050 - Desk Clerk	8.22
99095 - Embalmer	19.02
99300 - Lifeguard	9.26
99310 - Mortician	17.39
99350 - Park Attendant (Aide)	11.63
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.67
99500 - Recreation Specialist	11.36
99510 - Recycling Worker	11.47
99610 - Sales Clerk	8.32
99620 - School Crossing Guard (Crosswalk Attendant)	8.09
99630 - Sport Official	8.05
99658 - Survey Party Chief (Chief of Party)	12.69
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.54
99660 - Surveying Aide	8.48
99690 - Swimming Pool Operator	11.13
99720 - Vending Machine Attendant	9.98
99730 - Vending Machine Repairer	11.13
99740 - Vending Machine Repairer Helper	9.98

---

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; 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 unlisted 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.

CCR

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?")

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.

CENAB-CT

SUBJECT: Central Contractor Registration (CCR)

- 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