

ORDER FOR SUPPLIES OR SERVICES

| | | | | |
|---|---|---|-----------------------------|--|
| 1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W912DR-04-A-0012 | 2. DELIVERY ORDER/ CALL NO. W912DR | 3. DATE OF ORDER/CALL 2004 Sep 09 | 4. REQ./ PURCH. REQUEST NO. | 5. PRIORITY |
| 6. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201 | | 7. ADMINISTERED BY SEE ITEM 6 | | 8. DELIVERY FOB <input type="checkbox"/> DEST <input checked="" type="checkbox"/> OTHER (See Schedule if other) |

| | | | | |
|--|---------------|-------------------|---|---|
| 9. CONTRACTOR STEWART & TATE INC TIMOTHY R. TATE 1020 NORTH HARTLEY STREET YORK PA 17404 | CODE 1MYL4 | FACILITY 1MYL4 | 10. DELIVER TO FOB POINT BY (Date) SEE SCHEDULE | 11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED |
| | | | 12. DISCOUNT TERMS NET 30 | |
| | | | 13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15 | |

| | | | | |
|--|------|---|-----------------|--|
| 14. SHIP TO SEE SCHEDULE | CODE | 15. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005 | CODE T0B0200 | MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2. |
|--|------|---|-----------------|--|

| | | |
|---|----------------|--|
| 16. TYPE OF ORDER | DELIVERY/ CALL | This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract. |
| | PURCHASE | |
| Reference your quote dated _____ Furnish the following on terms specified herein. REF: _____ | | |

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

| | | | |
|--|-----------|----------------------|------------------------|
| NAME OF CONTRACTOR | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED (YYYYMMDD) |
| <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: | | | |

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE

| 18. ITEM NO. | 19. SCHEDULE OF SUPPLIES/ SERVICES | 20. QUANTITY ORDERED/ ACCEPTED* | 21. UNIT | 22. UNIT PRICE | 23. AMOUNT |
|--------------|------------------------------------|---------------------------------|----------|----------------|------------|
| | SEE SCHEDULE | | | | |

| | | | |
|--|---|---|-----------------|
| * If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. | 24. UNITED STATES OF AMERICA TEL: 410-962-7718 EMAIL: BY: PATRICIA J HENSLEY | <i>Patricia J Hensley</i> CONTRACTING / ORDERING OFFICER | 25. TOTAL |
| | | | 29. DIFFERENCES |

| | | | | |
|---|--|--------------------|--------------|---------------------------------|
| 26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED DATE _____ SIGNATURE OF AUTHORIZED GOVT. REP. _____ | 27. SHIP NO. | 28. DO VOUCHER NO. | 30. INITIALS | 33. AMOUNT VERIFIED CORRECT FOR |
| | <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 32. PAID BY | | 34. CHECK NUMBER |
| | 31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | 35. BILL OF LADING NO. |

| | | | | | |
|-----------------|-----------------|------------------------------|----------------------|---------------------|---------------------|
| 37. RECEIVED AT | 38. RECEIVED BY | 39. DATE RECEIVED (YYYYMMDD) | 40. TOTAL CONTAINERS | 41. S/R ACCOUNT NO. | 42. S/R VOUCHER NO. |
|-----------------|-----------------|------------------------------|----------------------|---------------------|---------------------|

Section SF 30 - BLOCK 14 CONTINUATION PAGE

BPA TERMS

TERM OF BLANKET PURCHASE AGREEMENT

THIS AGREEMENT SHALL BE IN EFFECT FOR THREE (5) YEARS FROM THE DATE SPECIFIED IN BLOCK 3 OF THIS AGREEMENT.
BASE YEAR FROM 09 SEP 2004 THRU 31 AUG 2005.
OPTION YEAR ONE FROM 01 SEP 2005 THRU 31 AUG 2006.
OPTION YEAR TWO FROM 01 SEP 2006 THRU 31 AUG 2007.
OPTION YEAR THREE FROM 01 SEP 2007 THRU 31 AUG 2008
OPTION YEAR FOUR FROM 01 SEP 2008 THRU 31 AUG 2009

DESCRIPTION OF AGREEMENT

THIS BLANKET PURCHASE AGREEMENT IS FOR THE ALL EQUIPMENT, LABOR AND MATERIALS TO PERFORM REQUIRED MAINTENANCE TASKS AT INDIAN ROCK DAM AND CODORUS CREEK LFPP.

EXTENT OF OBLIGATION

THE GOVERNMENT IS OBLIGATED TO THE EXTENT OF AUTHORIZED CALLS ACTUALLY PLACED AGAINST THIS BLANKET PURCHASE AGREEMENT.

NOTICE OF POSITION TITLES AUTHORIZED TO PLACE CALLS

THE FOLLOWING CONTRACTING OFFICER'S REPRESENTATIVES ARE AUTHORIZED TO REQUEST DELIVERIES UNDER THE BLANKET PURCHASE AGREEMENT (IDENTIFIED BY POSITION TITLE)

1) PURCHASING AGENTS, CONTRACTING DIVISION, ACQUISITION BRANCH, BALTIMORE DISTRICT (NO INDIVIDUAL CALL SHALL EXCEED \$50,000.00)

JOSIE BARAN JACKIE HENDERSON CHERI AMES

GLORIA FROST WILLIAM EPPS SANDY WICKS

2) SUPERVISORY, CONTRACTING OFFICER, CONTRACTING DIV., ACQUISITION BRANCH, BALTIMORE DISTRICT (NO INDIVIDUAL CALL SHALL EXCEED \$100,000.00)

PATRICIA J HENSLEY

3) OPERATIONS MANAGER, OPERATIONS DIVISION, BALTIMORE DISTRICT (NO INDIVIDUAL CALL SHALL EXCEED \$2,500.00)

CALL LIMITATIONS

NO INDIVIDUAL CALL UNDER THIS AGREEMENT SHALL EXCEED THE SPECIFIED AMOUNT FOR EACH RESPECTIVE POSITION TITLE AND/OR NAME INDICATED ABOVE.

DELIVERY ADDRESS

THE DELIVERY POINT SHALL BE FURNISHED AT THE TIME THE CALL IS PLACED TO THE CONTRACTOR.

FEDERAL HOLIDAYS OBSERVED ARE AS FOLLOWS:

NEW YEARS' DAY, MARTIN LUTHER KING JR'S BIRTHDAY, GEORGE WASHINGTONS' BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, COLUMBUS DAY, VETERANS' DAY, THANKSGIVING DAY, CHRISTMAS DAY.

PRICING

THE PRICES TO THE GOVERNMENT SHALL BE AS LOW, OR LOWER THAN THOSE CHARGED THE CONTRACTOR'S MOST FAVORED CUSTOMER OR IN ACCORDANCE WITH THE ATTACHED PRICING KEY:

LABORER, GROUNDS MAINTENANCE @ \$10.98
HEAVY EQUIPMENT OPERATOR @ \$16.01
TRUCK DRIVER @ \$14.65

MILAGE AND PER DIEM ARE BILLED AT THE STANDARD GOVERNMENT PATE (FROM MSU). THE MINIMUM NUMBER OF HOURS TO BE BILLED FOR ANY ACTIVITY IS FOUR (4) HOURS.

DELIVERY TICKETS

ALL SHIPMENTS UNDER THIS AGREEMENT SHALL BE ACCOMPANIED BY DELIVERY TICKETS WHICH SHALL CONTAIN THE FOLLOWING MINIMUM INFORMATION:

- A. NAME OF SUPPLIER
- B. BLANKET PURCHASE AGREEMENT NUMBER
- C. CALL NUMBER
- D. DATE CALL WAS PLACED
- E. QUANTITY, UNIT PRICE AND EXTENSION (IF APPLICABLE) OF EACH ITEM.
- F. SHOW CLEARLY THE APPLICABLE DISCOUNT AS STATED ABOVE, AND TOTAL OF ALL ITEMS.
- G. DATE OF DELIVERY

INVOICES

A SUMMARY INVOICE SHALL BE SUBMITTED MONTHLY OR UPON EXPIRATION OF THE BLANKET PURCHASE AGREEMENT, WHICHEVER OCCURS FIRST, FOR ALL DELIVERIES MADE DURING A BILLING PERIOD, IDENTIFYING THE DELIVERY TICKETS COVERED THEREIN. COPIES OF

INVOICES FURNISHED THIS OFFICE SHALL BE CLEAR AND READABLE AND SHALL CONTAIN A CONCISE DESCRIPTION OF THE ITEMS PURCHASED, QUANTITY, UNIT PRICE, EXTENSION, TOTAL, CALL NUMBER AND BLANKET PURCHASE AGREEMENT NUMBER. NO INVOICES WILL BE PAID UNTIL THE REQUIREMENTS OF THE AGREEMENT ARE FULLY MET. FAILURE TO COMPLY WITH ALL REQUIREMENTS OF THIS AGREEMENT MAY RESULT IN EVENTUAL TERMINATION OF THE BLANKET PURCHASE AGREEMENT.

STATEMENT OF WORK

EQUIPMENT RENTAL BPA

INDIAN ROCK DAM/CODORUS CREEK LOCAL FLOOD PROTECTION PROJECT

YORK, PA. 17403

GENERAL BID SPECIFICATIONS

SECTION B

PRICES/COSTS

The Contractor, as an independent Contractor and not as an agent of the Government, shall provide all equipment with operators and materials as needed to clean the trash racks and perform maintenance tasks at Indian Rock Dam and the Codorus Creek Local Flood Protection Project embankments.

BASE YEAR –September 9, 2004 – August 31, 2005

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>EST QTY</u> | <u>UNIT COST</u> | <u>TOTAL</u> | |
|-------------|--|----------------|------------------|--------------|----------|
| 0001AA | Dump Truck w/operator | 40 | Hr | 70.00 | 2,800.00 |
| 0001AB | Mobilization of Dump Truck | 2 | Ea | 70.00 | 140.00 |
| 0001AC | De-Mobilization of Dump Truck | 2 | Ea | 70.00 | 140.00 |
| 0001AD | Track-Type Front-End Loader | 20 | Hr | 97.00 | 1,940.00 |
| 0001AE | Mobilization of TT Front-End Loader | 2 | Ea | 400.00 | 800.00 |
| 0001AF | De-Mobilization of TT Front-End Loader | 2 | Ea | 400.00 | 800.00 |
| 0001AG | Backhoe/Loader w/Operator | 40 | Hr | 63.00 | 2,520.00 |
| 0001AH | Mobilization of Backhoe/Loader | 3 | Ea | 350.00 | 1,050.00 |
| 0001AJ | De-Mobilization of Backhoe/Loader | 3 | Ea | 350.00 | 1,050.00 |
| 0001AK | Backhoe-Track type w/Operator | 20 | Hr | 115.00 | 2,300.00 |
| 0001AL | Mobilization of TT Backhoe | 2 | Ea | 450.00 | 900.00 |

| | | | | | |
|--------|---|----|----|--------|----------|
| 0001AM | De-Mobilization of TT Backhoe | 2 | Ea | 450.00 | 900.00 |
| 0001AN | Mobile Crane w/Clam Bucket and Operator | 48 | Hr | 200.00 | 9,600.00 |
| 0001AP | Mobilization of Mobile Crane | 3 | Ea | 750.00 | 2,250.00 |
| 0001AQ | De-Mobilization of Mobile Crane | 3 | Ea | 750.00 | 2,250.00 |
| 0001AR | Rubber Tired Loader w/Operator | 10 | Hr | 76.00 | 760.00 |
| 0001AS | Mobilization of RT Loader | 2 | Ea | 400.00 | 800.00 |
| 0001AT | DeMobilization of RT Loader | 2 | Ea | 400.00 | 800.00 |
| 0001AU | Top Soil, delivered to project | 20 | Tn | 20.00 | 400.00 |
| 0001AV | #2 Limestone, delivered | 50 | Tn | 14.00 | 700.00 |
| 0001AW | #3 Limestone, delivered | 25 | Tn | 14.00 | 350.00 |
| 0001AX | #4 Limestone, delivered | 25 | Tn | 15.00 | 375.00 |

Note: All amounts are estimates only. Actual requirements may vary depending on the work needs.

Total \$33,625.00

OPTION YEAR I – –September 1, 2005 – August 31, 2006

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>EST QTY</u> | <u>UNIT</u> | <u>COST</u> | <u>TOTAL</u> |
|-------------|---|----------------|-------------|-------------|--------------|
| 0002AA | Dump Truck w/operator | 40 | Hr | 72.00 | 2,880.00 |
| 0002AB | Mobilization of Dump Truck | 2 | Ea | 72.00 | 144.00 |
| 0002AC | De-Mobilization of Dump Truck | 2 | Ea | 72.00 | 144.00 |
| 0002AD | Track-Type Front-End Loader | 20 | Hr | 100.00 | 2,000.00 |
| 0002AE | Mobilization of TT Front-End Loader | 2 | Ea | 412.00 | 824.00 |
| 0002AF | De-Mobilization of TT Front-End Loader | 2 | Ea | 412.00 | 824.00 |
| 0002AG | Backhoe/Loader w/Operator | 40 | Hr | 65.00 | 2,600.00 |
| 0002AH | Mobilization of Backhoe/Loader | 3 | Ea | 360.00 | 1,080.00 |
| 0002AJ | De-Mobilization of Backhoe/Loader | 3 | Ea | 360.00 | 1,080.00 |
| 0002AK | Backhoe-Track type w/Operator | 20 | Hr | 119.00 | 2,380.00 |
| 0002AL | Mobilization of TT Backhoe | 2 | Ea | 464.00 | 928.00 |
| 0002AM | De-Mobilization of TT Backhoe | 2 | Ea | 464.00 | 928.00 |
| 0002AN | Mobile Crane w/Clam Bucket and Operator | 48 | Hr | 206.00 | 9,888.00 |

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|--------|---------------------------------|----|----|--------|----------|
| 0002AP | Mobilization of Mobile Crane | 3 | Ea | 773.00 | 2,319.00 |
| 0002AQ | De-Mobilization of Mobile Crane | 3 | Ea | 773.00 | 2,319.00 |
| 0002AR | Rubber Tired Loader w/Operator | 10 | Hr | 78.00 | 780.00 |
| 0002AS | Mobilization of RT Loader | 2 | Ea | 412.00 | 824.00 |
| 0002AT | DeMobilization of RT Loader | 2 | Ea | 412.00 | 824.00 |
| 0002AU | Top Soil, delivered to project | 20 | Tn | 21.0 | 420.00 |
| 0002AV | #2 Limestone, delivered | 50 | Tn | 14.50 | 725.00 |
| 0002AW | #3 Limestone, delivered | 25 | Tn | 14.50 | 362.50 |
| 0002AX | #4 Limestone, delivered | 25 | Tn | 15.50 | 387.50 |

Note: All amounts are estimates only. Actual requirements may vary depending on the work needs.

Total \$ 34,661.00

OPTION YEAR II – September 1, 2006 – August 31, 2007

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>EST QTY</u> | <u>UNIT</u> | <u>COST</u> | <u>TOTAL</u> |
|-------------|--|----------------|-------------|-------------|--------------|
| 0003AA | Dump Truck w/operator | 40 | Hr | 74.00 | 2,960.00 |
| 0003AB | Mobilization of Dump Truck | 2 | Ea | 74.00 | 148.00 |
| 0003AC | De-Mobilization of Dump Truck | 2 | Ea | 74.00 | 148.00 |
| 0003AD | Track-Type Front-End Loader | 20 | Hr | 103.00 | 2,060.00 |
| 0003AE | Mobilization of TT Front-End Loader | 2 | Ea | 424.00 | 848.00 |
| 0003AF | De-Mobilization of TT Front-End Loader | 2 | Ea | 424.00 | 848.00 |
| 0003AG | Backhoe/Loader w/Operator | 40 | Hr | 67.00 | 2,680.00 |
| 0003AH | Mobilization of Backhoe/Loader | 3 | Ea | 371.00 | 1,113.00 |
| 0003AJ | De-Mobilization of Backhoe/Loader | 3 | Ea | 371.00 | 1,113.00 |
| 0003AK | Backhoe-Track type w/Operator | 20 | Hr | 123.00 | 2,460.00 |
| 0003AL | Mobilization of TT Backhoe | 2 | Ea | 478.00 | 956.00 |

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|--------|---|----|----|--------|-----------|
| 0003AM | De-Mobilization of TT Backhoe | 2 | Ea | 478.00 | 956.00 |
| 0003AN | Mobile Crane w/Clam Bucket and Operator | 48 | Hr | 212.00 | 10,176.00 |
| 0003AP | Mobilization of Mobile Crane | 3 | Ea | 796.00 | 2,388.00 |
| 0003AQ | De-Mobilization of Mobile Crane | 3 | Ea | 796.00 | 2,388.00 |
| 0003AR | Rubber Tired Loader w/Operator | 10 | Hr | 80.00 | 800.00 |
| 0003AS | Mobilization of RT Loader | 2 | Ea | 424.00 | 848.00 |
| 0003AT | DeMobilization of RT Loader | 2 | Ea | 424.00 | 848.00 |
| 0003AU | Top Soil, delivered to project | 20 | Tn | 21.50 | 430.00 |
| 0003AV | #2 Limestone, delivered | 50 | Tn | 15.00 | 750.00 |
| 0003AW | #3 Limestone, delivered | 25 | Tn | 15.00 | 375.00 |
| 0003AX | #4 Limestone, delivered | 25 | Tn | 16.00 | 400.00 |

Note: All amounts are estimates only. Actual requirements may vary depending on the work needs.

Total \$35,693.00

OPTION YEAR III – September 1, 2007 – August 31, 2008

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>EST QTY</u> | <u>UNIT COST</u> | <u>TOTAL</u> | |
|-------------|--|----------------|------------------|--------------|----------|
| 0004AA | Dump Truck w/operator | 40 | Hr | 76.00 | 3,040.00 |
| 0004AB | Mobilization of Dump Truck | 2 | Ea | 76.00 | 152.00 |
| 0004AC | De-Mobilization of Dump Truck | 2 | Ea | 76.00 | 152.00 |
| 0004AD | Track-Type Front-End Loader | 20 | Hr | 106.00 | 2,120.00 |
| 0004AE | Mobilization of TT Front-End Loader | 2 | Ea | 436.00 | 872.00 |
| 0004AF | De-Mobilization of TT Front-End Loader | 2 | Ea | 436.00 | 872.00 |
| 0004AG | Backhoe/Loader w/Operator | 40 | Hr | 69.00 | 2,760.00 |
| 0004AH | Mobilization of Backhoe/Loader | 3 | Ea | 382.00 | 1,146.00 |

| | | | | | |
|--------|---|----|----|--------|-----------|
| 0004AJ | De-Mobilization of Backhoe/Loader | 3 | Ea | 382.00 | 1,146.00 |
| 0004AK | Backhoe-Track type w/Operator | 20 | Hr | 127.00 | 2,540.00 |
| 0004AL | Mobilization of TT Backhoe | 2 | Ea | 492.00 | 984.00 |
| 0004AM | De-Mobilization of TT Backhoe | 2 | Ea | 492.00 | 984.00 |
| 0004AN | Mobile Crane w/Clam Bucket and Operator | 48 | Hr | 218.00 | 10,464.00 |
| 0004AP | Mobilization of Mobile Crane | 3 | Ea | 820.00 | 2,460.00 |
| 0004AQ | De-Mobilization of Mobile Crane | 3 | Ea | 820.00 | 2,460.00 |
| 0004AR | Rubber Tired Loader w/Operator | 10 | Hr | 82.00 | 820.00 |
| 0004AS | Mobilization of RT Loader | 2 | Ea | 436.00 | 872.00 |
| 0004AT | DeMobilization of RT Loader | 2 | Ea | 436.00 | 872.00 |
| 0004AU | Top Soil, delivered to project | 20 | Tn | 22.50 | 450.00 |
| 0004AV | #2 Limestone, delivered | 50 | Tn | 15.50 | 775.00 |
| 0004AW | #3 Limestone, delivered | 25 | Tn | 15.50 | 387.50 |
| 0004AX | #4 Limestone, delivered | 25 | Tn | 16.50 | 412.50 |

Note: All amounts are estimates only. Actual requirements may vary depending on the work needs.

Total \$36,741.00

OPTION YEAR IV - September 1, 2008 – August 31, 2009

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>EST QTY</u> | <u>UNIT</u> | <u>COST</u> | <u>TOTAL</u> |
|-------------|-------------------------------------|----------------|-------------|-------------|--------------|
| 0005AA | Dump Truck w/operator | 40 | Hr | 78.00 | 3,120.00 |
| 0005AB | Mobilization of Dump Truck | 2 | Ea | 78.00 | 156.00 |
| 0005AC | De-Mobilization of Dump Truck | 2 | Ea | 78.00 | 156.00 |
| 0005AD | Track-Type Front-End Loader | 20 | Hr | 109.00 | 2,180.00 |
| 0005AE | Mobilization of TT Front-End Loader | 2 | Ea | 449.00 | 898.00 |

| | | | | | |
|--------|---|----|----|--------|-----------|
| 0005AF | De-Mobilization of TT Front-End Loader | 2 | Ea | 449.00 | 898.00 |
| 0005AG | Backhoe/Loader w/Operator | 40 | Hr | 71.00 | 2,840.00 |
| 0005AH | Mobilization of Backhoe/Loader | 3 | Ea | 393.00 | 1,179.00 |
| 0005AJ | De-Mobilization of Backhoe/Loader | 3 | Ea | 393.00 | 1,179.00 |
| 0005AK | Backhoe-Track type w/Operator | 20 | Hr | 131.00 | 2,620.00 |
| 0005AL | Mobilization of TT Backhoe | 2 | Ea | 507.00 | 1,014.00 |
| 0005AM | De-Mobilization of TT Backhoe | 2 | Ea | 507.00 | 1,014.00 |
| 0005AN | Mobile Crane w/Clam Bucket and Operator | 48 | Hr | 225.00 | 10,800.00 |
| 0005AP | Mobilization of Mobile Crane | 3 | Ea | 845.00 | 2,535.00 |
| 0005AQ | De-Mobilization of Mobile Crane | 3 | Ea | 845.00 | 2,535.00 |
| 0005AR | Rubber Tired Loader w/Operator | 10 | Hr | 85.00 | 850.00 |
| 0005AS | Mobilization of RT Loader | 2 | Ea | 449.00 | 898.00 |
| 0005AT | DeMobilization of RT Loader | 2 | Ea | 449.00 | 898.00 |
| 0005AU | Top Soil, delivered to project | 20 | Tn | 23.00 | 460.00 |
| 0005AV | #2 Limestone, delivered | 50 | Tn | 16.00 | 800.00 |
| 0005AW | #3 Limestone, delivered | 25 | Tn | 16.00 | 400.00 |
| 0005AX | #4 Limestone, delivered | 25 | Tn | 17.00 | 425.00 |

Note: All amounts are estimates only. Actual requirements may vary depending on the work needs.

Total \$37,855.00

END OF SECTION B

SECTION C

I. STATEMENT OF WORK

C.1 Statement of Work: The Contractor shall provide all equipment, labor and materials to perform required maintenance tasks at Indian Rock Dam and Codorus Creek LFPP. Tasks may include but are not limited to:

- a. Cleaning of the trash racks at the intake of the dam.
- b. Grading and spreading topsoil for reseeding.
- c. Removing gravel deposits from Codorus Creek.
- d. Digging and back-filling trenches for drainage pipes, water lines, electrical conduits, etc..
- e. Cleaning and or re-grading of drainage ditches.
- f. Contract will run in the base year from September 9, 2004 through August 31, 2005.

The Government reserves the right to exercise option years of this contract or to cancel at the end of each year. Option year I, II, III and IV will be for successive years Sep 1, 2005 - Aug 31, 2006; Sep 1, 2006 - Aug 31, 2007; Sep 1, 2007 - Aug 31, 2008 and Sep 1, 2008 - Aug 31, 2009.

C.1.1 Location: Indian Rock Dam is located off of PA-182 on Markle Road in York County, Pennsylvania. The Codorus Creek LFPP runs through the City of York, PA.

II. SPECIAL CONDITIONS

C.2 Site Inspections: For the benefit of prospective bidders, a site inspection is highly recommended. To arrange for an inspection on site prior to bidding, contact the Head Dam Operator, Mr. Kimm Rockey at 717-792-0312.

C.2.1 Commencement of Work: All work will be done on an as needed basis. Work shall commence within 10 working days of receipt of written notice to proceed, weather permitting. The start date will be coordinated with the Head Dam Operator.

C.2.2 Performance of Work: The Contractor shall perform work only during normal Corps of Engineers duty hours (7:30 a.m. to 4:00 p.m., Monday through Friday, excluding national holidays). Exceptions to this condition must be coordinated with and approved in advance by the Operations Manager, Susquehanna River Project.

C.2.3 Accident Prevention: In performing this contract, the Contractor shall comply with all current Federal, State and Local safety regulations, including Corps of Engineers Safety and Health Requirement Manual EM 385-1-1, and shall comply with any subsequent changes. The Corps of Engineers Safety and Health Requirement Manual EM 385-1-1 may be found on the World Wide Web at

<http://www.hq.usace.army.mil/soh/em385/current/current38511.htm>

Prior to commencement of work under this contract, the Contractor shall furnish the following for approval by the Government:

(a) Accident Prevention Plan Appendix A, EM 385-1-1, dtd 03 Nov 03

(b) Activity Hazard Analyses Section I, Article 01.A.13-14, EM 385-1-1, dtd 03 Nov 03

C.2.4 Accident Reporting: In the event of an accident or injury involving contractor personnel or equipment in performance of work, the Contractor shall immediately notify the Government representative by the most expedient

means feasible. If instructed so, the Contractor shall complete forms furnished, and/or provide a written description of the incident within 24 hours of notification to do so.

C.2.5 Operations and Storage Areas: The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the Head Dam Operator. The Contractor shall hold and save the Government, its officers and agents free and harmless from liability of any nature occasioned by the Contractor's performance.

C.2.6 Housekeeping: The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work site and premises, any rubbish, tools, equipment and materials that are not property of the Government. Upon completing the work, the Contractor shall restore the work area to the original condition, satisfactory to the Contracting Officer.

C.2.7 Environmental Protection: The Contractor is required to comply with all Federal, State and Local environmental regulations.

C.2.8 Permits and Licenses: The Contractor shall, at his/her own expense, obtain any license or permits required to perform the contract. The Contractor shall comply with all Federal, State and Local laws and regulations and shall comply with any subsequent changes.

C.2.9 Records and Reports: In addition to the administrative requirements dictated elsewhere in this contract, the Contractor shall complete a Daily Construction Quality Control Report form to maintain record of contract performance, accident/injury incidence, and observance of project deficiencies. Forms will be distributed at pre-work conference.

C.2.10 Superintendent: The Contractor shall act as, or provide a Superintendent who is responsible for quality control whenever the work specified herein is being performed. The Superintendent shall conduct overall management coordination and be the central point of contact with the Government for performance of all work under this contract. The Superintendent and any individual designated to act for him/her shall have full authority to contractually commit the Contractor for prompt action on matters pertaining to the administration of the entire contract. Such authorization shall be submitted in writing to the Government representative. The Superintendent shall deal directly with the designated, for normal day-to-day administration of the contract provisions. Superintendent(s) will be required to attend pre-work conference prior to commencing work under this contract.

C.2.11 Project Operation: Indian Rock Dam is a flood control project and the Contractor's access to the work area and the execution of the requirements specified herein shall not interfere with the daily operations of the dam or employees. It is the responsibility of the Contractor to coordinate all work with the Head Dam Operator or his assistant.

III SPECIFICATIONS

C.3 General: The Contractor shall provide all equipment, labor and materials to perform required tasks at the Indian Rock Dam and Cordorus Creek LFPP Projects.

C.3.1 The Contractor shall be given either oral or written requirements of the tasks to be performed. The Contractor shall then give an estimate of the required equipment hours and quantities of materials to complete the project. The estimate shall be reviewed by Government personnel for accuracy and reasonableness. If the estimate is found to be good and reasonable, the Contractor shall be notified in writing by the Operations Manager of the Susquehanna River Project Office in Danville, Pennsylvania to proceed with the work.

Upon completion of the work, the Contractor shall submit an invoice to the Operations Manager's Office for payment.

END OF SECTION C

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 Contracting Officer's Representative: The authorized representative of the Contracting Officer (COR) for this acquisition contract is:

Ron Bryden, Support Services Specialist
U.S. Army Corps of Engineers
306 Railroad St., 2nd fl. rear
Danville, PA 17821
Telephone: (570) 275-9505
Facsimile: (570) 275-9526
Cellular: (570) 772-2383

G.2 Submission of Invoices:

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

U.S. Army Corps of Engineers
306 Railroad St, 2nd fl. rear
Danville, PA 17821

(b) Payment will be made by:

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

G.3. Payment: Payment will be made at the "Per Unit" basis upon completion and acceptance of work performed. The Contractor shall submit an invoice for payment of contract services performed within five days after notification of acceptance of work. Invoice shall include the following information:

- (a) Contractor's name, mailing address and telephone number
- (b) Contract Identification Number
- (c) Date invoice is prepared
- (d) An itemized description of charges which will include:

- (1) Project location of work
- (2) Work period (start and ending dates)
 - (3) Actual work performed
 - (4) Invoiced amount per contract payment schedule

END OF SECTION G

Section A - Solicitation/Contract Form

WAGE DETERMINATION DECISION

WAGE DETERMINATION DECISION

OF THE SECRETARY OF LABOR

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

Decision No. 94-2455 (Rev. 21) dated 24 May 2004

-

State(s): Pennsylvania

Areas: Pennsylvania COUNTIES OF Adams, York

WAGE DETERMINATION NO: 94-2455 REV (21) AREA: PA,YORK

WAGE DETERMINATION NO: 94-2455 REV (21) AREA: PA,YORK
 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 | Wage Determination No.: 1994-2455
 Director | Division of | Revision No.: 21
 Wage Determinations | Date Of Last Revision: 05/24/2004

State: Pennsylvania
 Area: Pennsylvania Counties of Adams, York

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | MINIMUM WAGE RATE |
|---|-------------------|
| 01000 - Administrative Support and Clerical Occupations | |
| 01011 - Accounting Clerk I | 9.91 |
| 01012 - Accounting Clerk II | 11.56 |
| 01013 - Accounting Clerk III | 13.66 |
| 01014 - Accounting Clerk IV | 14.85 |
| 01030 - Court Reporter | 13.91 |
| 01050 - Dispatcher, Motor Vehicle | 14.35 |
| 01060 - Document Preparation Clerk | 9.81 |
| 01070 - Messenger (Courier) | 10.09 |
| 01090 - Duplicating Machine Operator | 9.81 |
| 01110 - Film/Tape Librarian | 11.36 |
| 01115 - General Clerk I | 8.29 |
| 01116 - General Clerk II | 9.42 |
| 01117 - General Clerk III | 12.41 |
| 01118 - General Clerk IV | 13.93 |
| 01120 - Housing Referral Assistant | 15.24 |
| 01131 - Key Entry Operator I | 9.94 |
| 01132 - Key Entry Operator II | 10.24 |
| 01191 - Order Clerk I | 10.09 |
| 01192 - Order Clerk II | 14.84 |
| 01261 - Personnel Assistant (Employment) I | 11.70 |
| 01262 - Personnel Assistant (Employment) II | 13.14 |
| 01263 - Personnel Assistant (Employment) III | 14.74 |
| 01264 - Personnel Assistant (Employment) IV | 16.46 |
| 01270 - Production Control Clerk | 15.71 |
| 01290 - Rental Clerk | 10.51 |
| 01300 - Scheduler, Maintenance | 12.62 |
| 01311 - Secretary I | 12.62 |
| 01312 - Secretary II | 13.91 |
| 01313 - Secretary III | 15.24 |
| 01314 - Secretary IV | 16.93 |
| 01315 - Secretary V | 17.53 |
| 01320 - Service Order Dispatcher | 12.84 |
| 01341 - Stenographer I | 10.30 |
| 01342 - Stenographer II | 11.56 |
| 01400 - Supply Technician | 16.93 |
| 01420 - Survey Worker (Interviewer) | 13.71 |
| 01460 - Switchboard Operator-Receptionist | 9.58 |
| 01510 - Test Examiner | 13.91 |
| 01520 - Test Proctor | 13.91 |
| 01531 - Travel Clerk I | 9.14 |
| 01532 - Travel Clerk II | 9.80 |
| 01533 - Travel Clerk III | 10.50 |

| | | |
|-----------|---|-------|
| 01611 | - Word Processor I | 10.87 |
| 01612 | - Word Processor II | 11.99 |
| 01613 | - Word Processor III | 15.85 |
| 03000 | - Automatic Data Processing Occupations | |
| 03010 | - Computer Data Librarian | 10.07 |
| 03041 | - Computer Operator I | 12.48 |
| 03042 | - Computer Operator II | 13.96 |
| 03043 | - Computer Operator III | 17.74 |
| 03044 | - Computer Operator IV | 18.94 |
| 03045 | - Computer Operator V | 21.94 |
| 03071 | - Computer Programmer I (1) | 17.36 |
| 03072 | - Computer Programmer II (1) | 21.51 |
| 03073 | - Computer Programmer III (1) | 23.30 |
| 03074 | - Computer Programmer IV (1) | 24.28 |
| 03101 | - Computer Systems Analyst I (1) | 23.73 |
| 03102 | - Computer Systems Analyst II (1) | 26.60 |
| 03103 | - Computer Systems Analyst III (1) | 27.62 |
| 03160 | - Peripheral Equipment Operator | 12.48 |
| 05000 | - Automotive Service Occupations | |
| 05005 | - Automotive Body Repairer, Fiberglass | 16.26 |
| 05010 | - Automotive Glass Installer | 15.06 |
| 05040 | - Automotive Worker | 15.06 |
| 05070 | - Electrician, Automotive | 15.70 |
| 05100 | - Mobile Equipment Servicer | 13.76 |
| 05130 | - Motor Equipment Metal Mechanic | 16.70 |
| 05160 | - Motor Equipment Metal Worker | 15.06 |
| 05190 | - Motor Vehicle Mechanic | 16.26 |
| 05220 | - Motor Vehicle Mechanic Helper | 14.41 |
| 05250 | - Motor Vehicle Upholstery Worker | 14.41 |
| 05280 | - Motor Vehicle Wrecker | 15.06 |
| 05310 | - Painter, Automotive | 15.70 |
| 05340 | - Radiator Repair Specialist | 15.06 |
| 05370 | - Tire Repairer | 13.29 |
| 05400 | - Transmission Repair Specialist | 16.26 |
| 07000 | - Food Preparation and Service Occupations | |
| (not set) | - Food Service Worker | 8.80 |
| 07010 | - Baker | 10.67 |
| 07041 | - Cook I | 8.35 |
| 07042 | - Cook II | 9.82 |
| 07070 | - Dishwasher | 8.80 |
| 07130 | - Meat Cutter | 12.24 |
| 07250 | - Waiter/Waitress | 9.47 |
| 09000 | - Furniture Maintenance and Repair Occupations | |
| 09010 | - Electrostatic Spray Painter | 15.70 |
| 09040 | - Furniture Handler | 12.23 |
| 09070 | - Furniture Refinisher | 15.70 |
| 09100 | - Furniture Refinisher Helper | 13.10 |
| 09110 | - Furniture Repairer, Minor | 14.41 |
| 09130 | - Upholsterer | 15.70 |
| 11030 | - General Services and Support Occupations | |
| 11030 | - Cleaner, Vehicles | 8.97 |
| 11060 | - Elevator Operator | 9.22 |
| 11090 | - Gardener | 11.34 |
| 11121 | - House Keeping Aid I | 8.80 |
| 11122 | - House Keeping Aid II | 9.96 |
| 11150 | - Janitor | 10.14 |
| 11210 | - Laborer, Grounds Maintenance | 9.51 |
| 11240 | - Maid or Houseman | 8.80 |
| 11270 | - Pest Controller | 13.07 |
| 11300 | - Refuse Collector | 9.68 |
| 11330 | - Tractor Operator | 10.81 |
| 11360 | - Window Cleaner | 10.76 |
| 12000 | - Health Occupations | |
| 12020 | - Dental Assistant | 10.96 |
| 12040 | - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 11.84 |
| 12071 | - Licensed Practical Nurse I | 11.23 |
| 12072 | - Licensed Practical Nurse II | 12.60 |
| 12073 | - Licensed Practical Nurse III | 14.10 |
| 12100 | - Medical Assistant | 11.03 |
| 12130 | - Medical Laboratory Technician | 13.60 |
| 12160 | - Medical Record Clerk | 9.77 |
| 12190 | - Medical Record Technician | 13.54 |
| 12221 | - Nursing Assistant I | 8.75 |
| 12222 | - Nursing Assistant II | 9.83 |

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|-------|---|-------|
| 12223 | - Nursing Assistant III | 10.73 |
| 12224 | - Nursing Assistant IV | 12.04 |
| 12250 | - Pharmacy Technician | 12.19 |
| 12280 | - Phlebotomist | 12.36 |
| 12311 | - Registered Nurse I | 17.48 |
| 12312 | - Registered Nurse II | 21.40 |
| 12313 | - Registered Nurse II, Specialist | 21.40 |
| 12314 | - Registered Nurse III | 25.89 |
| 12315 | - Registered Nurse III, Anesthetist | 25.89 |
| 12316 | - Registered Nurse IV | 31.00 |
| 13000 | - Information and Arts Occupations | |
| 13002 | - Audiovisual Librarian | 17.30 |
| 13011 | - Exhibits Specialist I | 15.65 |
| 13012 | - Exhibits Specialist II | 17.47 |
| 13013 | - Exhibits Specialist III | 22.78 |
| 13041 | - Illustrator I | 15.65 |
| 13042 | - Illustrator II | 17.47 |
| 13043 | - Illustrator III | 22.78 |
| 13047 | - Librarian | 20.60 |
| 13050 | - Library Technician | 12.87 |
| 13071 | - Photographer I | 12.72 |
| 13072 | - Photographer II | 13.92 |
| 13073 | - Photographer III | 14.44 |
| 13074 | - Photographer IV | 21.56 |
| 13075 | - Photographer V | 26.10 |
| 15000 | - Laundry, Dry Cleaning, Pressing and Related Occupations | |
| 15010 | - Assembler | 7.22 |
| 15030 | - Counter Attendant | 7.22 |
| 15040 | - Dry Cleaner | 9.21 |
| 15070 | - Finisher, Flatwork, Machine | 7.22 |
| 15090 | - Presser, Hand | 7.22 |
| 15100 | - Presser, Machine, Drycleaning | 7.22 |
| 15130 | - Presser, Machine, Shirts | 7.22 |
| 15160 | - Presser, Machine, Wearing Apparel, Laundry | 7.22 |
| 15190 | - Sewing Machine Operator | 9.81 |
| 15220 | - Tailor | 10.33 |
| 15250 | - Washer, Machine | 7.89 |
| 19000 | - Machine Tool Operation and Repair Occupations | |
| 19010 | - Machine-Tool Operator (Toolroom) | 16.49 |
| 19040 | - Tool and Die Maker | 18.84 |
| 21000 | - Material Handling and Packing Occupations | |
| 21010 | - Fuel Distribution System Operator | 15.13 |
| 21020 | - Material Coordinator | 15.71 |
| 21030 | - Material Expediter | 15.71 |
| 21040 | - Material Handling Laborer | 12.80 |
| 21050 | - Order Filler | 13.41 |
| 21071 | - Forklift Operator | 13.21 |
| 21080 | - Production Line Worker (Food Processing) | 13.64 |
| 21100 | - Shipping/Receiving Clerk | 13.25 |
| 21130 | - Shipping Packer | 13.25 |
| 21140 | - Store Worker I | 10.46 |
| 21150 | - Stock Clerk (Shelf Stocker; Store Worker II) | 13.08 |
| 21210 | - Tools and Parts Attendant | 13.34 |
| 21400 | - Warehouse Specialist | 13.34 |
| 23000 | - Mechanics and Maintenance and Repair Occupations | |
| 23010 | - Aircraft Mechanic | 17.88 |
| 23040 | - Aircraft Mechanic Helper | 13.44 |
| 23050 | - Aircraft Quality Control Inspector | 18.56 |
| 23060 | - Aircraft Servicer | 15.20 |
| 23070 | - Aircraft Worker | 12.18 |
| 23100 | - Appliance Mechanic | 15.70 |
| 23120 | - Bicycle Repairer | 13.29 |
| 23125 | - Cable Splicer | 22.63 |
| 23130 | - Carpenter, Maintenance | 15.70 |
| 23140 | - Carpet Layer | 12.73 |
| 23160 | - Electrician, Maintenance | 17.24 |
| 23181 | - Electronics Technician, Maintenance I | 17.90 |
| 23182 | - Electronics Technician, Maintenance II | 18.66 |
| 23183 | - Electronics Technician, Maintenance III | 19.32 |
| 23260 | - Fabric Worker | 15.20 |
| 23290 | - Fire Alarm System Mechanic | 17.88 |
| 23310 | - Fire Extinguisher Repairer | 14.32 |
| 23340 | - Fuel Distribution System Mechanic | 17.88 |
| 23370 | - General Maintenance Worker | 15.06 |

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| 23400 - Heating, Refrigeration and Air Conditioning Mechanic | 17.89 |
| 23430 - Heavy Equipment Mechanic | 17.10 |
| 23440 - Heavy Equipment Operator | 15.38 |
| 23460 - Instrument Mechanic | 17.88 |
| 23470 - Laborer | 10.23 |
| 23500 - Locksmith | 15.70 |
| 23530 - Machinery Maintenance Mechanic | 18.10 |
| 23550 - Machinist, Maintenance | 17.09 |
| 23580 - Maintenance Trades Helper | 14.41 |
| 23640 - Millwright | 20.49 |
| 23700 - Office Appliance Repairer | 16.80 |
| 23740 - Painter, Aircraft | 15.70 |
| 23760 - Painter, Maintenance | 15.70 |
| 23790 - Pipefitter, Maintenance | 18.57 |
| 23800 - Plumber, Maintenance | 17.08 |
| 23820 - Pneudraulic Systems Mechanic | 17.88 |
| 23850 - Rigger | 17.88 |
| 23870 - Scale Mechanic | 15.91 |
| 23890 - Sheet-Metal Worker, Maintenance | 16.53 |
| 23910 - Small Engine Mechanic | 15.06 |
| 23930 - Telecommunication Mechanic I | 16.60 |
| 23931 - Telecommunication Mechanic II | 17.18 |
| 23950 - Telephone Lineman | 17.88 |
| 23960 - Welder, Combination, Maintenance | 18.35 |
| 23965 - Well Driller | 17.88 |
| 23970 - Woodcraft Worker | 17.68 |
| 23980 - Woodworker | 13.95 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 10.07 |
| 24580 - Child Care Center Clerk | 12.55 |
| 24600 - Chore Aid | 8.92 |
| 24630 - Homemaker | 13.96 |
| 25000 - Plant and System Operation Occupations | |
| 25010 - Boiler Tender | 17.88 |
| 25040 - Sewage Plant Operator | 17.26 |
| 25070 - Stationary Engineer | 17.88 |
| 25190 - Ventilation Equipment Tender | 13.44 |
| 25210 - Water Treatment Plant Operator | 15.70 |
| 27000 - Protective Service Occupations | |
| (not set) - Police Officer | 22.38 |
| 27004 - Alarm Monitor | 9.46 |
| 27006 - Corrections Officer | 20.02 |
| 27010 - Court Security Officer | 20.02 |
| 27040 - Detention Officer | 20.02 |
| 27070 - Firefighter | 19.08 |
| 27101 - Guard I | 8.46 |
| 27102 - Guard II | 9.46 |
| 28000 - Stevedoring/Longshoremen Occupations | |
| 28010 - Blocker and Bracer | 15.91 |
| 28020 - Hatch Tender | 15.91 |
| 28030 - Line Handler | 15.91 |
| 28040 - Stevedore I | 14.42 |
| 28050 - Stevedore II | 15.70 |
| 29000 - Technical Occupations | |
| 21150 - Graphic Artist | 18.22 |
| 29010 - Air Traffic Control Specialist, Center (2) | 29.10 |
| 29011 - Air Traffic Control Specialist, Station (2) | 20.07 |
| 29012 - Air Traffic Control Specialist, Terminal (2) | 22.09 |
| 29023 - Archeological Technician I | 13.49 |
| 29024 - Archeological Technician II | 15.10 |
| 29025 - Archeological Technician III | 18.71 |
| 29030 - Cartographic Technician | 18.71 |
| 29035 - Computer Based Training (CBT) Specialist/ Instructor | 23.73 |
| 29040 - Civil Engineering Technician | 18.71 |
| 29061 - Drafter I | 14.68 |
| 29062 - Drafter II | 16.48 |
| 29063 - Drafter III | 18.43 |
| 29064 - Drafter IV | 18.71 |
| 29081 - Engineering Technician I | 14.67 |
| 29082 - Engineering Technician II | 16.47 |
| 29083 - Engineering Technician III | 18.55 |
| 29084 - Engineering Technician IV | 18.69 |
| 29085 - Engineering Technician V | 27.91 |
| 29086 - Engineering Technician VI | 33.79 |

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|---|-------|
| 29090 - Environmental Technician | 18.71 |
| 29100 - Flight Simulator/Instructor (Pilot) | 24.72 |
| 29160 - Instructor | 18.22 |
| 29210 - Laboratory Technician | 13.56 |
| 29240 - Mathematical Technician | 17.47 |
| 29361 - Paralegal/Legal Assistant I | 13.65 |
| 29362 - Paralegal/Legal Assistant II | 16.60 |
| 29363 - Paralegal/Legal Assistant III | 20.66 |
| 29364 - Paralegal/Legal Assistant IV | 24.60 |
| 29390 - Photooptics Technician | 15.88 |
| 29480 - Technical Writer | 19.64 |
| 29491 - Unexploded Ordnance (UXO) Technician I | 18.49 |
| 29492 - Unexploded Ordnance (UXO) Technician II | 22.37 |
| 29493 - Unexploded Ordnance (UXO) Technician III | 26.81 |
| 29494 - Unexploded (UXO) Safety Escort | 18.49 |
| 29495 - Unexploded (UXO) Sweep Personnel | 18.49 |
| 29620 - Weather Observer, Senior (3) | 18.71 |
| 29621 - Weather Observer, Combined Upper Air and Surface Programs (3) | 20.79 |
| 29622 - Weather Observer, Upper Air (3) | 18.71 |
| 31000 - Transportation/ Mobile Equipment Operation Occupations | |
| 31030 - Bus Driver | 12.91 |
| 31260 - Parking and Lot Attendant | 9.03 |
| 31290 - Shuttle Bus Driver | 11.65 |
| 31300 - Taxi Driver | 10.24 |
| 31361 - Truckdriver, Light Truck | 11.07 |
| 31362 - Truckdriver, Medium Truck | 11.75 |
| 31363 - Truckdriver, Heavy Truck | 15.34 |
| 31364 - Truckdriver, Tractor-Trailer | 15.34 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Animal Caretaker | 11.14 |
| 99030 - Cashier | 8.23 |
| 99041 - Carnival Equipment Operator | 10.81 |
| 99042 - Carnival Equipment Repairer | 11.34 |
| 99043 - Carnival Worker | 8.79 |
| 99050 - Desk Clerk | 10.07 |
| 99095 - Embalmer | 18.49 |
| 99300 - Lifeguard | 9.79 |
| 99310 - Mortician | 18.49 |
| 99350 - Park Attendant (Aide) | 12.20 |
| 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech) | 8.97 |
| 99500 - Recreation Specialist | 13.96 |
| 99510 - Recycling Worker | 11.89 |
| 99610 - Sales Clerk | 8.97 |
| 99620 - School Crossing Guard (Crosswalk Attendant) | 9.16 |
| 99630 - Sport Official | 9.72 |
| 99658 - Survey Party Chief (Chief of Party) | 16.34 |
| 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.) | 14.58 |
| 99660 - Surveying Aide | 10.64 |
| 99690 - Swimming Pool Operator | 12.42 |
| 99720 - Vending Machine Attendant | 10.81 |
| 99730 - Vending Machine Repairer | 12.42 |
| 99740 - Vending Machine Repairer Helper | 10.81 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 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 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.

Section B - Supplies or Services and Prices

BPA Master Dollar Limit: \$500,000.00

BPA Call Limit: \$100,000.00

Period of Performance: 01-Sep-2004 to 30-Jun-2009

FSC Codes:

F099

S205

W099

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

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

acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

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

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to

the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

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

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors 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.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 60; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) 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 Aug 31, 2009.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their

subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

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 service-disabled 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 small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

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; and

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

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of

the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

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

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State

agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.
- (b) Postings. (1) The Contractor agrees to post employment notices stating--
- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
 - (ii) The rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

- (1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and
- (2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."
- (c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative,

as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein 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) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or

under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any

additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of

1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of clause)

52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

- (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
- (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.
- (iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).
- (b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
- (c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.
- (d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

- (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--
- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the

parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless--

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(End of clause)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall

not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

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

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form

provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(e) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)

(a) Definition. Qualifying country, as used in this clause, means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation (FAR) Supplement.

(b) Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources or U.S. sources from competing for subcontracts under this contract.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.241-7001 GOVERNMENT ACCESS. (DEC 1991)

Authorized representatives of the Government may have access to the Contractor's on-base facilities upon reasonable notice or in case of emergency.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)