

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT <i>(Location)</i>
		42c. DATE REC'D <i>(YY/MM/DD)</i> 42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>BASE YEAR JANITORIAL WILKES-BARRES, PA FFP FURNISH ALL LABOR , MATERIALS, AND EQUIPMENT REQUIRED TO PROVIDE JANITORIAL SERVICs AT THE U.S. ARMED RECRUITING OFFICE AT WYOMING VALLEY MALL STRIP CENTER, EAST END BLVD, ROOM WILKES-BARRE, PA 18702</p> <p>APPROXIMATE SQUARE FOOTAGE: 4220</p> <p>SERVICES TO BE PROVIDE THREE (3) DAYS PER WEEK (MON., WED., AND FRI, EXCEPT FEDERAL HOLIDAYS)</p> <p>SERVICE WILL BE PERFORMED BETWEEN THE HOURS OF 8 AM - 5 PM</p> <p>POC (REQUESTOR) DELL JACKSON (410)962-4723 POC (VENDOR) POC (CONTRACTING OFFICE) WILLIAM EPPS (410)962-5610 ***** NOTE: ALL VENDOR SUBMITTING A PROPOSAL MUST BE CCR CERTIFIED - http://www.ccr.gov. ALL QUESTION FOR INFORMATION SHALL BE SUBMITTED VIA EMAIL AT tony.epps@usace.army.mil. NO PHONE OR FAX REQUEST WILL BE EXCEPTED. ***** PURCHASE REQUEST NUMBER: W81W3G-4224-3276</p>	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	OPTION YEAR 1 JAN WILKES-BARRES, PA FFP FURNISH ALL LABOR , MATERIALS, AND EQUIPMENT REQUIRED TO PROVIDE JANITORIAL SERVICs AT THE U.S. ARMED RECRUITING OFFICE AT WYOMING VALLEY MALL STRIP CENTER, EAST END BLVD, ROOM WILKES-BARRE, PA 18702	12	Months		
	APPROXIMATE SQUARE FOOTAGE: 4220				
	SERVICES TO BE PROVIDE THREE (3) DAYS PER WEEK (MON., WED., AND FRI, EXCEPT FEDERAL HOLIDAYS)				
	SERVICE WILL BE PERFORMED BETWEEN THE HOURS OF 8 AM - 5 PM				
	POC (REQUESTOR) DELL JACKSON (410)962-4723				
	POC (VENDOR)				
	POC (CONTRACTING OFFICE) WILLIAM EPPS (410)962-5610				
	***** NOTE: ALL VENDOR SUBMITTING A PROPOSAL MUST BE CCR CERTIFIED - http://www.ccr.gov . ALL QUESTION FOR INFORMATION SHALL BE SUBMITTED VIA EMAIL AT tony.epps@usace.army.mil . NO PHONE OR FAX REQUEST WILL BE EXCEPTED. ***** PURCHASE REQUEST NUMBER: W81W3G-4224-3276				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		12	Months		

OPTION
 OPTION YEAR 2 JAN WILKES-BARRES, PA
 FFP
 FURNISH ALL LABOR , MATERIALS, AND EQUIPMENT REQUIRED TO
 PROVIDE JANITORIAL SERVICs AT THE U.S. ARMED RECRUITING
 OFFICE AT WYOMING VALLEY MALL STRIP CENTER, EAST END BLVD,
 ROOM WILKES-BARRE, PA 18702

APPROXIMATE SQUARE FOOTAGE: 4220

SERVICES TO BE PROVIDE THREE (3) DAYS PER WEEK (MON., WED.,
AND FRI, EXCEPT FEDERAL HOLIDAYS)

SERVICE WILL BE PERFORMED BETWEEN THE HOURS OF 8 AM - 5 PM

POC (REQUESTOR) DELL JACKSON (410)962-4723

POC (VENDOR)

POC (CONTRACTING OFFICE) WILLIAM EPPS (410)962-5610

***** NOTE: ALL VENDOR SUBMITTING A PROPOSAL MUST BE CCR
 CERTIFIED - <http://www.ccr.gov>. ALL QUESTION FOR INFORMATION
 SHALL BE SUBMITTED VIA EMAIL AT tony.epps@usace.army.mil. NO
 PHONE OR FAX REQUEST WILL BE EXCEPTED. *****

PURCHASE REQUEST NUMBER: W81W3G-4224-3276

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	OPTION YEAR 3 JAN WILKES-BARRES, PA FFP FURNISH ALL LABOR , MATERIALS, AND EQUIPMENT REQUIRED TO PROVIDE JANITORIAL SERVICs AT THE U.S. ARMED RECRUITING OFFICE AT WYOMING VALLEY MALL STRIP CENTER, EAST END BLVD, ROOM WILKES-BARRE, PA 18702	12	Months		
	APPROXIMATE SQUARE FOOTAGE: 4220				
	SERVICES TO BE PROVIDE THREE (3) DAYS PER WEEK (MON., WED., AND FRI, EXCEPT FEDERAL HOLIDAYS)				
	SERVICE WILL BE PERFORMED BETWEEN THE HOURS OF 8 AM - 5 PM				
	POC (REQUESTOR) DELL JACKSON (410)962-4723				
	POC (VENDOR)				
	POC (CONTRACTING OFFICE) WILLIAM EPPS (410)962-5610				
	***** NOTE: ALL VENDOR SUBMITTING A PROPOSAL MUST BE CCR CERTIFIED - http://www.ccr.gov . ALL QUESTION FOR INFORMATION SHALL BE SUBMITTED VIA EMAIL AT tony.epps@usace.army.mil . NO PHONE OR FAX REQUEST WILL BE EXCEPTED. ***** PURCHASE REQUEST NUMBER: W81W3G-4224-3276				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	OPTION YEAR 4 JAN WILKES-BARRES, PA FFP FURNISH ALL LABOR , MATERIALS, AND EQUIPMENT REQUIRED TO PROVIDE JANITORIAL SERVICs AT THE U.S. ARMED RECRUITING OFFICE AT WYOMING VALLEY MALL STRIP CENTER, EAST END BLVD, ROOM WILKES-BARRE, PA 18702 APPROXIMATE SQUARE FOOTAGE: 4220 SERVICES TO BE PROVIDE THREE (3) DAYS PER WEEK (MON., WED., AND FRI, EXCEPT FEDERAL HOLIDAYS) SERVICE WILL BE PERFORMED BETWEEN THE HOURS OF 8 AM - 5 PM POC (REQUESTOR) DELL JACKSON (410)962-4723 POC (VENDOR) POC (CONTRACTING OFFICE) WILLIAM EPPS (410)962-5610 ***** NOTE: ALL VENDOR SUBMITTING A PROPOSAL MUST BE CCR CERTIFIED - http://www.ccr.gov . ALL QUESTION FOR INFORMATION SHALL BE SUBMITTED VIA EMAIL AT tony.epps@usace.army.mil . NO PHONE OR FAX REQUEST WILL BE EXCEPTED. ***** PURCHASE REQUEST NUMBER: W81W3G-4224-3276	12	Months		

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2004 TO 30-SEP-2005	N/A	RE DIV MILITARY PROJECTS SUP DELL JACKSON PO BOX 1715 BALTIMORE MD 21203-1715 410-962-4723 FOB: Destination	E1N0900
0002	POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1N0900
0003	POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1N0900
0004	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1N0900
0005	POP 01-OCT-2008 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1N0900

CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.219-1	Small Business Program Representations	MAY 2004
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.212-4 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 for 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 Sixty (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 Sixty (60) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least Sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed September 30, 2009.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Janitor @ \$9.96 per hour

(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)

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

Funds are not presently available for performance under this contract beyond [September 30, 2005](#). The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond [September 30, 2005](#), until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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

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

[Http://farsite.hill.af.mil](http://farsite.hill.af.mil)

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil>

(End of clause)

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

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract(FAR 52.212-5 (APR 2004) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

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

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

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

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

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

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

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

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

JANITORIAL SPECIFICATION

The following addresses awards of janitorial contracts to the Spouses of recruiters/commanding officers at recruiting stations. It is the opinion of our District Counsel that the award of such Contracts are in derogation of the FAR (Federal Acquisition Regulation) and DOD Directive 5500.7R JER (Joint Ethnic Regulation) Dated: 30 August 1993. FAR 3.601 forbids a contracting officer from Knowingly awarding a contract to a Government employee. DOD Directive 5500.7R, Section 2635.402 (b) (2), states that the private Financial interest of a spouse, dependent child, and any household Members are treated as private financial interest of DA personnel. The stated reason for both the FAR provision and the DOD Directive Is to avoid any conflict of interest that might arise between the Employees' interests and their Government duties, and to avoid the Appearance of favoritism or preferential treatment by the Government Toward its' employees. Accordingly, award of these contracts to Family members of recruiters/commanding officers would at least give the appearance of a conflict of interest. Any known instance of any Such award shall be brought to the attention of the Contracting Division, ATTN: Contracts Branch, P.O. Box 1715, Baltimore, Maryland 21203-1715.

" UPON THE END OF THE CONTRACTED TERM, WHETHER BY FORCED CANCELLATION OF THE ACTUAL CONTRACTED TERMINATION DATE, THE BALTIMORE DISTRICT CORPS OF ENGINEERS REQUEST THAT ALL KEYS BE RETURNED TO THE RIGHTFUL RECRUITING OFFICES ASAP. SHOULD CONTRACTORS CURRENTLY CLEANING A SPECIFIC RECRUITING OFFICE BE NOTIFIED FROM THE CONTRACTING DIVISION, CORPS OF ENGINEERS THAT THEIR COMPANY HAS BEEN AWARDED THE CONTRACT FOR ANOTHER 1 YEAR TERM, KEYS MAY REMAIN WITH THE JANITORIAL CONTRACTOR. HOWEVER, IF BY 30 SEPTEMBER NOTIFICATION HAS NOT BEEN RECEIVED FROM THE CONTRACTING DIVISION, IMMEDIATE ARRANGEMENTS MUST BE MADE TO HAVE THE KEYS RETURNED. FAILURE TO RETURN THE KEYS WILL RESULT IN THE CORPS OF ENGINEERS RE-KEYING (WHICHEVER IS NECESSARY) ALL RECRUITING STATION LOCKS WITH THE COST BEING SUBTRACTED FROM THE JANITORIAL CONTRACTORS' LAST PAYMENT. SHOULD A CONTRACTOR'S ATTEMPTS TO CONTACT THE RECRUITERS BE UNSUCCESSFUL, PLEASE NOTIFY THE CORPS OF ENGINEERS, REAL ESTATE DIVISION, Ms. DELL JACKSON AT(410) 962-4723 IMMEDIATELY FOR GUIDANCE."

SUPPLIES TO BE FURNISHED BY THE CONTRACTOR:

TOILET TISSUE, PAPER TOWELS, SOAP AND TRASH CAN LINERS

ATTACHMENTS:

1. STATEMENT OF WORK
2. WAGE DETERMINATION DECISION OF THE SECRETARY OF LABOR IS APPLICABLE FOR THIS REQUIREMENT. WHEN RECEIVED, THEY WILL BE INCORPORATED BY MODIFICATION.

JANITORIAL SPECIFICATIONS

THREE DAYS A WEEK (OR SPECIFIED TIME PERIOD)

1. Empty, clean and damp dusts all ash trays/cigarette urns.
2. Dust all surfaces or chairs, desks, cabinets, and associated furniture.
3. Empty wastebaskets and remove trash.
4. Spot clean entrance door glass removing fingerprints.
5. Sweep or mop and clean all floors.
6. Scrub and disinfect all toilet fixtures, etc.
7. Vacuum carpeting, if carpeted.
8. Refill paper towel, toilet paper and soap dispensing unit, (or furnish bar soap where applicable).

WEEKLY

1. Spot wash all areas to remove finger marks and smudges from walls and doors as required.
2. Dust and/or clean all pictures.
3. Mop and clean all floors.
4. Completely dust office area including tops of files, ledges, baseboards, chair rails, door louvers and trims.
5. Clean all telephones.
6. Dust all window sills.

ONCE MONTHLY

1. Buff all floors.
2. Wash windows inside and outside.
3. Wash venetian blinds.
4. Scour trash receptacles.

TWICE PER YEAR

- 1 Clean covered surfaces of leather, leatherette or plastic Upholstered office furniture.
2. High dusting and cleaning of light fixtures.
3. Steam clean, if carpeted (spring and fall).
4. Wax all floors where required.

REVISED 8/31/93

GENERAL SPECIFICATIONS

1. SCOPE OF WORK: GENERAL - THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, SUPPLIES (TRASHCAN LINERS, TOILET TISSUE, and PAPER TOWELS AND SOAP) AND EQUIPMENT NECESSARY TO THOROUGHLY AND FULLY PERFORM CUSTODIAL SERVICES AT THE RECRUITING FACILITY IDENTIFIED HEREIN:

SERVICES ARE TO BE PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORDER AND THESE SPECIFICATIONS.

2. FACILITY TO BE SERVICED:

U.S. ARMED FORCES RECRUITING OFFICE
(STATION COMMANDER)
(SQUARE FEET) (SEE SCHEDULE OF SUPPLIES/SERVICES)

3. INSPECTION AND ACCEPTANCE - ALL SERVICES SHALL BE SUBJECT TO INSPECTION BY THE GOVERNMENTS' REPRESENTATIVE AT THE RECRUITING OFFICE. IF ANY SERVICES PERFORMED ARE NOT IN CONFORMITY WITH THE REQUIREMENTS OF THIS CONTRACT, THE GOVERNMENT SHALL HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO PERFORM THE SERVICES AGAIN IN CONFORMITY WITH THE REQUIREMENTS OF THE CONTRACT AT NO ADDITIONAL INCREASE IN TOTAL CONTRACT AMOUNT. UNLESS PROMPT CORRECTIVE ACTION IS TAKEN, AN EQUITABLE ADJUSTMENT SHALL BE MADE IN THE PRICE FOR THE WORK PERFORMED.

4. TERMINATION CLAUSE - IF AWARDED, THIS ORDER WILL BE SUBJECT TO A 30 DAY WRITTEN TERMINATION NOTICE. HOWEVER, IT WILL AUTOMATICALLY TERMINATE AT THE END OF THE PERIOD SHOWN ABOVE UNLESS OTHERWISE RENEWED.

5. PAYMENT - PAYMENT WILL BE MADE MONTHLY AT THE CLOSE OF EACH CALENDAR MONTH UPON RECEIPT OF INVOICES FOR SERVICES RENDERED.

6. INVOICES AND CERTIFICATION - THE CONTRACTOR SHALL SUBMIT ALL ORIGINAL INVOICES AT THE END OF EACH MONTH TO: U.S. ARMY CORPS OF ENGINEERS, BALTIMORE DISTRICT, and ATTN: REAL ESTATE DIVISION, ATTN: DEBBIE BUBB, P.O. BOX 1715, BALTIMORE, MARYLAND 21203-1715 FOR PAYMENT. (PHONE 410-962-5607) (FAX 410-962-0866) AN INFORMATION COPY OF THE INVOICE WILL BE PROVIDED THE RECRUITING OFFICE (STATION COMMANDER) FOR VERIFICATION OF SERVICES. THE INVOICES SHALL INCLUDE NAME OF CONTRACTOR, PURCHASE ORDER NUMBER, LOCATION OF RECRUITING OFFICE, PERIOD COVERED, AND AMOUNT OF BILL. POINT OF CONTACT, REAL ESTATE @ (410) 962-4723.

7. FREQUENCY OF TASK PERFORMANCE - FREQUENCIES OF ACCOMPLISHING THE REQUIRED TASKS AND THE TASKS TO BE PERFORMED ARE DESCRIBED BELOW:

THREE DAYS PER WEEK (MONDAY, WEDNESDAY, AND FRIDAY EXCEPT FEDERAL HOLIDAYS)

FEDERAL HOLIDAYS OBSERVED ARE AS FOLLOWS:

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

THE CONTRACTOR SHALL LEAVE AMPLE SUPPLY OF TOILET PAPER, SOAP, PAPER TOWELS AND TRASHCAN LINERS TO CARRY OFFICE THRU NON-CLEANING DAYS.

8. SUPPLIES, MATERIALS AND EQUIPMENT - THE CONTRACTOR WILL BE REQUIRED TO SUPPLY, AT HIS EXPENSE, ALL CUSTODIAL SUPPLIES, MATERIALS, AND EQUIPMENT NECESSARY FOR THE SATISFACTORY COMPLETION OF ALL TASKS AS OUTLINED IN THE PROVISIONS AND SPECIFICATIONS OF THE CONTRACT. ALL EQUIPMENT SHALL BE MAINTAINED IN FIRST CLASS RATING CONDITION BY THE CONTRACTOR AND WILL BE MARKED WITH THE NAME OF THE CONTRACTOR SO AS TO BE READILY IDENTIFIABLE AS TO LEGAL OWNERSHIP. ALL VACUUM CLEANERS AND BUFFING MACHINES SHALL BE EQUIPPED WITH RUBBER BUMPER STRIP TO PREVENT SCARRING OR DAMAGING FURNITURE OR WALLS. FLAMMABLE SUPPLIES WILL NOT BE UTILIZED AS CLEANING OR POLISHING AGENTS. ALL SUPPLIES AND EQUIPMENT SHALL BE NEATLY, ORDERLY AND SAFELY STORED IN SPACES FURNISHED IN EACH BUILDING BY THE GOVERNMENT FOR THAT PURPOSE. VACUUM CLEANERS SHALL BE INDUSTRIAL TYPE.

9. TRASH REMOVAL -ALL WASTEBASKETS, AND OTHER TRASH CONTAINERS WITHIN THE AREA SHALL BE EMPTIED AND RETURNED TO THEIR INITIAL LOCATION. BOXES, CANS, PAPERS, ETC., PLACED NEAR A TRASH RECEPTACLE AND MARKED "TRASH" SHALL BE REMOVED. BOXES AND PACKAGING MATERIALS, WHOLE, PARTIAL OR CUT-UP, USED TO CONTAIN FURNITURE, COMPUTER EQUIPMENT OR THE LIKE ARE NOT INCLUDED. ALL WASTE FROM SUCH RECEPTACLES SHALL BE REMOVED FROM THE AREA AND EMPTIED INTO A DESIGNATED TRASH DUMPSTER OR RECEPTACLE IN SUCH MANNER AS TO PREVENT THE ADJACENT AREA FROM BECOMING LITTERED BY SUCH TRASH. ANY OBVIOUSLY SOILED OR TORN PLASTIC WASTEBASKET LINERS SHALL BE REPLACED. SAND IN CIGARETTE BUTT RECEPTACLE WILL BE STRAINED TO REMOVE ASHES AND DEBRIS. THE EXTERIOR OF WASTE CONTAINERS SHALL BE DAMP WIPED WITH NEUTRAL DETERGENT FROM ASPRAY BOTTLE AND CLEAN SPONGE OR SYNTHETIC FIBER CLOTHE TO REMOVEEVIDENT SOIL. WET SPILLS ON THE INTERIOR OF WASTE BASKETS SHALL BE REMOVED. LOTION TYPE DETERGENT AND AN ABRASIVE PAD SHALL BE USED ON HARD-TO-REMOVE SOIL. IN REST ROOMS, LOCKER ROOMS, AND FOOD SERVICE AREAS, GERMICIDAL DETERGENT WILL BE USED IN LIEU OF NEUTRAL DETERGENT. A PLASTIC BAG LINER SHALL BE PROVIDED IN ALL WASTEBASKETS. CARDBOARD SHALL BE BROKEN DOWN, SEPARATED FROM THE TRASH, AND PLACED IN THE APPROPRIATE CONTAINER WHERE SUCH CONTAINERS ARE PROVIDED AT THE DUMPSTER SITE ASSIGNED TO THE BUILDING. DUMPSTER DOORS AND LIDS SHALL BE CLOSED FOLLOWING THE DUMPING OF TRASH.

10. MONETARY ADJUSTMENT FOR INADEQUATE PERFORMANCE - IT IS MUTUALLY AGREED THAT FAILURE TO SATISFACTORILY ACCOMPLISHWORK IN ACCORDANCE WITH THE PROVISIONS OF THIS CONTRACT WHEN DUE TO THE FAULT OF THE CONTRACTOR SHALL CONSTITUTE A DEFICIENCY UNDER THIS CONTRACT. ALL CONTRACTS ALL WORK WILL BE INSPECTED BYTHE GOVERNMENTS' REPRESENTATIVE AT THE RECRUITING OFFICE AND ANY DEFICIENCIES WILL BE REPORTED TO THE CONTRACTOR. IF DEFICIENCIES ARE NOT CORRECTED SATISFACTORILY, A MONETARY REDUCTION WILL BE MADE AT THE END OF EACH MONTH IN, WHICH SUCH DEFICIENCY HAS BEEN FOUND TO OCCUR. FAILURE TO DO THE REQUIRED SERVICES ON THE DAYS INDICATED WILL CONSTITUTE DEFICIENCY. CORRECTIVE ACTION BY THE CONTRACTOR WILL BE TAKEN PROMPTLY AND THE WORK SATISFACTORILY ACCOMPLISHED. DEFICIENCIES IN DAILY TASKS WILL BE COMPLETED WITHIN THE WORK DAY SPECIFIED IN THE CONTRACT FOR COMPLETION OF THE SERVICE. ALL OTHER DEFICIENCIES SHALL BE CORRECTED WITHIN 24 HOURS OFTHE DAY SCHEDULED FOR COMPLETION OF THE SERVICES. IF THE WORK IS NOT SATISFACTORILY ACCOMPLISHED WITHIN THIS TIME LIMIT, A REDUCTION IN PAYMENT TO THE CONTRACTOR WILL BE MADE. THE CONTRACTING OFFICER OR HIS REPRESENTATIVE WILL MAKE THE ANOTHER 1 YEARTERM, KEYS MAY REMAIN WITH THE JANITORIAL CONTRACTOR. HOWEVER, IF BY 30 SEPTEMBER NOTIFICATION HAS NOT BEEN RECEIVED FROM THE CONTRACTING DIVISION, IMMEDIATE ARRANGEMENTS MUST BE MADE TO HAVE THE KEYS RETURNED. FAILURE TO RETURN THE KEYS WILL RESULT IN THE CORPS OF ENGINEERS RE@KEYING (WHICHEVER IS NECESSARY) ALL RECRUITING STATION LOCKS WITH THE COST BEING SUBTRACTED FROM THE JANITORIAL CONTRACTORS' LAST PAYMENT. SHOULD A CONTRACTOR'S ATTEMPTS TO CONTACT THE RECRUITERS BE UNSUCCESSFUL, PLEASE NOTIFY THE CORPS OF ENGINEERS, REAL ESTATE DIVISION, Ms. DELL JACKSON AT (410) 962-4723 IMMEDIATELY FOR GUIDANCE."

STATEMENT OF EQUIVALENT FEDERAL HIRES (1984 APR) FAR52.222-42

THIS STATEMENT IS FOR INFORMATION ONLY. IT IS NOT A WAGE DETERMINATION.

IN COMPLIANCE WITH THE SERVICE CONTRACT ACT OF 1965, AS AMENDED, AND THE REGULATIONS OF THE SECRETARY OF LABOR (29 CFR, PART 4) THIS CLAUSE IDENTIFIES THE CLASSES OF SERVICE EMPLOYEES EXPECTED TO BE EMPLOYED UNDER THIS CONTRACT AND STATES THE WAGES AND FRINGE BENEFITS PAYABLE TO EACH IF THEY WERE EMPLOYED BY THE CONTRACTING AGENCY SUBJECT TO THE PROVISIONS OF 5 U.S.C. 5341 OR 5332.

WAGE RATES AND FRINGE BENEFITS APPLICABLE TO FEDERAL SERVICE EMPLOYEES PURSUANT TO 5 U.S.C. 5341 (WAGE BOARD - BLUE COLLAR).

1. CONTRIBUTION OF ONE POINT SIX (1.6) PER CENT OF BASIC HOURLY RATE FOR HEALTH AND INSURANCE.

2. CONTRIBUTION OF SEVEN (7) PER CENT OF BASIC HOURLY RATE FOR RETIREMENT.

3. TEN (1) PAID HOLIDAYS AS FOLLOWS: NEW YEAR'S DAY; MARTIN LUTHER KING DAY; GEORGE WASHINGTONS' BIRTHDAY; MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, CHRISTMAS DAY.

4. PAID ANNUAL LEAVE (VACATION) AS FOLLOWS:

A. TWO (2) HOURS OF ANNUAL LEAVE EACH WEEK FOR AN EMPLOYEE WITH LESS THAN THREE (3) YEARS OF SERVICE.

B. THREE (3) HOURS OF ANNUAL LEAVE EACH WEEK FOR AN EMPLOYEE WITH THREE BUT LESS THAN FIFTEEN (15) YEARS OF SERVICE.

C. FOUR (4) HOURS OF ANNUAL LEAVE EACH WEEK FOR AN EMPLOYEE WITH FIFTEEN (15) OR MORE YEARS OF SERVICE.

5. BASIC HOURLY RATE BY CLASSIFICATION AS FOLLOWS:

CLASSIFICATION BASIC HOURLY RATES 11150 JANITORS (will be incorporated by modification)

WAGE RATES

WAGE DETERMINATION DECISION
OF THE SECRETARY OF LABOR

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

Decision No. 94-2453 (Rev. 19) dated 22 July 2004

State(s): Pennsylvania

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

WAGE DETERMINATION NO: 94-2453 REV (19) AREA: PA,SCRANTON

WAGE DETERMINATION NO: 94-2453 REV (19) AREA: PA,SCRANTON
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

| WASHINGTON D.C. 20210
|
|
| Wage Determination No.: 1994-2453

William W.Gross Division of | Revision No.: 19
 Director Wage Determinations| Date Of Last Revision: 07/22/2004

State: Pennsylvania

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

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.46
01012 - Accounting Clerk II	11.77
01013 - Accounting Clerk III	13.52
01014 - Accounting Clerk IV	15.18
01030 - Court Reporter	12.36
01050 - Dispatcher, Motor Vehicle	11.02
01060 - Document Preparation Clerk	10.10
01070 - Messenger (Courier)	9.02
01090 - Duplicating Machine Operator	10.10
01110 - Film/Tape Librarian	9.87
01115 - General Clerk I	8.29
01116 - General Clerk II	10.66
01117 - General Clerk III	11.63
01118 - General Clerk IV	14.73
01120 - Housing Referral Assistant	13.71
01131 - Key Entry Operator I	9.62
01132 - Key Entry Operator II	11.30
01191 - Order Clerk I	11.64
01192 - Order Clerk II	14.89
01261 - Personnel Assistant (Employment) I	9.64
01262 - Personnel Assistant (Employment) II	12.21
01263 - Personnel Assistant (Employment) III	13.49
01264 - Personnel Assistant (Employment) IV	15.25
01270 - Production Control Clerk	15.46
01290 - Rental Clerk	9.64
01300 - Scheduler, Maintenance	9.99
01311 - Secretary I	9.99
01312 - Secretary II	11.38
01313 - Secretary III	13.71
01314 - Secretary IV	14.95
01315 - Secretary V	16.59
01320 - Service Order Dispatcher	11.01
01341 - Stenographer I	10.38
01342 - Stenographer II	12.11
01400 - Supply Technician	14.58
01420 - Survey Worker (Interviewer)	10.22
01460 - Switchboard Operator-Receptionist	9.43
01510 - Test Examiner	11.38
01520 - Test Proctor	11.38
01531 - Travel Clerk I	10.67
01532 - Travel Clerk II	11.19
01533 - Travel Clerk III	11.94
01611 - Word Processor I	9.51
01612 - Word Processor II	11.88
01613 - Word Processor III	13.29
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.81
03041 - Computer Operator I	11.25
03042 - Computer Operator II	12.65
03043 - Computer Operator III	15.27

03044 - Computer Operator IV	15.92
03045 - Computer Operator V	17.66
03071 - Computer Programmer I (1)	13.47
03072 - Computer Programmer II (1)	16.35
03073 - Computer Programmer III (1)	20.29
03074 - Computer Programmer IV (1)	24.30
03101 - Computer Systems Analyst I (1)	23.06
03102 - Computer Systems Analyst II (1)	26.98
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.43
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	14.23
05010 - Automotive Glass Installer	13.29
05040 - Automotive Worker	13.29
05070 - Electrician, Automotive	13.81
05100 - Mobile Equipment Servicer	12.41
05130 - Motor Equipment Metal Mechanic	14.23
05160 - Motor Equipment Metal Worker	13.29
05190 - Motor Vehicle Mechanic	14.23
05220 - Motor Vehicle Mechanic Helper	11.95
05250 - Motor Vehicle Upholstery Worker	12.85
05280 - Motor Vehicle Wrecker	13.29
05310 - Painter, Automotive	13.81
05340 - Radiator Repair Specialist	13.30
05370 - Tire Repairer	11.99
05400 - Transmission Repair Specialist	14.23
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.09
07010 - Baker	10.12
07041 - Cook I	9.47
07042 - Cook II	10.12
07070 - Dishwasher	8.09
07130 - Meat Cutter	10.75
07250 - Waiter/Waitress	8.41
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	13.81
09040 - Furniture Handler	12.58
09070 - Furniture Refinisher	15.19
09100 - Furniture Refinisher Helper	13.15
09110 - Furniture Repairer, Minor	14.09
09130 - Upholsterer	13.81
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.28
11060 - Elevator Operator	8.83
11090 - Gardener	10.50
11121 - House Keeping Aid I	7.94
11122 - House Keeping Aid II	9.02
11150 - Janitor	9.18
11210 - Laborer, Grounds Maintenance	9.51
11240 - Maid or Houseman	7.94
11270 - Pest Controller	11.31
11300 - Refuse Collector	10.21
11330 - Tractor Operator	10.25
11360 - Window Cleaner	10.02
12000 - Health Occupations	
12020 - Dental Assistant	11.48
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.48
12071 - Licensed Practical Nurse I	11.56
12072 - Licensed Practical Nurse II	12.98
12073 - Licensed Practical Nurse III	14.28

12100 - Medical Assistant	11.30	
12130 - Medical Laboratory Technician	14.28	
12160 - Medical Record Clerk	10.26	
12190 - Medical Record Technician	14.22	
12221 - Nursing Assistant I	8.12	
12222 - Nursing Assistant II	9.13	
12223 - Nursing Assistant III	9.96	
12224 - Nursing Assistant IV	11.18	
12250 - Pharmacy Technician	12.97	
12280 - Phlebotomist	12.98	
12311 - Registered Nurse I	15.98	
12312 - Registered Nurse II	19.53	
12313 - Registered Nurse II, Specialist	19.53	
12314 - Registered Nurse III	23.63	
12315 - Registered Nurse III, Anesthetist	23.63	
12316 - Registered Nurse IV	28.33	
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian	14.76	
13011 - Exhibits Specialist I	14.72	
13012 - Exhibits Specialist II	19.15	
13013 - Exhibits Specialist III	22.53	
13041 - Illustrator I	13.38	
13042 - Illustrator II	19.15	
13043 - Illustrator III	22.53	
13047 - Librarian	20.24	
13050 - Library Technician	11.24	
13071 - Photographer I	12.03	
13072 - Photographer II	13.89	
13073 - Photographer III	18.91	
13074 - Photographer IV	23.39	
13075 - Photographer V	28.31	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	7.87	
15030 - Counter Attendant	7.87	
15040 - Dry Cleaner	10.28	
15070 - Finisher, Flatwork, Machine	7.87	
15090 - Presser, Hand	7.87	
15100 - Presser, Machine, Drycleaning	7.87	
15130 - Presser, Machine, Shirts	7.87	
15160 - Presser, Machine, Wearing Apparel, Laundry	7.87	
15190 - Sewing Machine Operator	11.03	
15220 - Tailor	11.71	
15250 - Washer, Machine	8.59	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)	14.57	
19040 - Tool and Die Maker	16.38	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator	14.00	
21020 - Material Coordinator	16.23	
21030 - Material Expediter	16.23	
21040 - Material Handling Laborer	12.20	
21050 - Order Filler	10.45	
21071 - Forklift Operator	13.42	
21080 - Production Line Worker (Food Processing)	13.08	
21100 - Shipping/Receiving Clerk	11.51	
21130 - Shipping Packer	11.54	
21140 - Store Worker I	12.05	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.98	
21210 - Tools and Parts Attendant	14.63	
21400 - Warehouse Specialist	14.63	

23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	17.22
23040 - Aircraft Mechanic Helper	14.47
23050 - Aircraft Quality Control Inspector	17.74
23060 - Aircraft Servicer	15.50
23070 - Aircraft Worker	16.02
23100 - Appliance Mechanic	15.19
23120 - Bicycle Repairer	12.38
23125 - Cable Splicer	19.80
23130 - Carpenter, Maintenance	16.57
23140 - Carpet Layer	14.56
23160 - Electrician, Maintenance	20.51
23181 - Electronics Technician, Maintenance I	18.69
23182 - Electronics Technician, Maintenance II	19.67
23183 - Electronics Technician, Maintenance III	21.72
23260 - Fabric Worker	13.87
23290 - Fire Alarm System Mechanic	17.22
23310 - Fire Extinguisher Repairer	14.98
23340 - Fuel Distribution System Mechanic	17.22
23370 - General Maintenance Worker	14.50
23400 - Heating, Refrigeration and Air Conditioning Mechanic	15.17
23430 - Heavy Equipment Mechanic	16.47
23440 - Heavy Equipment Operator	16.70
23460 - Instrument Mechanic	18.02
23470 - Laborer	10.75
23500 - Locksmith	15.19
23530 - Machinery Maintenance Mechanic	16.89
23550 - Machinist, Maintenance	16.38
23580 - Maintenance Trades Helper	14.40
23640 - Millwright	19.28
23700 - Office Appliance Repairer	17.59
23740 - Painter, Aircraft	15.53
23760 - Painter, Maintenance	16.44
23790 - Pipefitter, Maintenance	18.35
23800 - Plumber, Maintenance	17.93
23820 - Pneudraulic Systems Mechanic	17.22
23850 - Rigger	17.22
23870 - Scale Mechanic	16.02
23890 - Sheet-Metal Worker, Maintenance	18.23
23910 - Small Engine Mechanic	15.23
23930 - Telecommunication Mechanic I	18.16
23931 - Telecommunication Mechanic II	18.69
23950 - Telephone Lineman	18.16
23960 - Welder, Combination, Maintenance	15.42
23965 - Well Driller	15.65
23970 - Woodcraft Worker	17.22
23980 - Woodworker	12.73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.22
24580 - Child Care Center Clerk	10.24
24600 - Chore Aid	8.22
24630 - Homemaker	12.03
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.09
25040 - Sewage Plant Operator	16.25
25070 - Stationary Engineer	18.09
25190 - Ventilation Equipment Tender	14.47
25210 - Water Treatment Plant Operator	15.38
27000 - Protective Service Occupations	
(not set) - Police Officer	20.49

27004 - Alarm Monitor	11.99	
27006 - Corrections Officer	17.69	
27010 - Court Security Officer	18.18	
27040 - Detention Officer	17.69	
27070 - Firefighter	17.50	
27101 - Guard I	8.54	
27102 - Guard II	13.39	
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	15.97	
28020 - Hatch Tender	15.97	
28030 - Line Handler	15.97	
28040 - Stevedore I	14.12	
28050 - Stevedore II	15.18	
29000 - Technical Occupations		
21150 - Graphic Artist	18.05	
29010 - Air Traffic Control Specialist, Center (2)	32.80	
29011 - Air Traffic Control Specialist, Station (2)	22.63	
29012 - Air Traffic Control Specialist, Terminal (2)	24.92	
29023 - Archeological Technician I	14.10	
29024 - Archeological Technician II	15.87	
29025 - Archeological Technician III	19.59	
29030 - Cartographic Technician	19.69	
29035 - Computer Based Training (CBT) Specialist/ Instructor	23.06	
29040 - Civil Engineering Technician	17.81	
29061 - Drafter I	10.23	
29062 - Drafter II	11.64	
29063 - Drafter III	15.93	
29064 - Drafter IV	19.59	
29081 - Engineering Technician I	11.77	
29082 - Engineering Technician II	13.39	
29083 - Engineering Technician III	18.06	
29084 - Engineering Technician IV	22.37	
29085 - Engineering Technician V	26.44	
29086 - Engineering Technician VI	33.34	
29090 - Environmental Technician	18.61	
29100 - Flight Simulator/Instructor (Pilot)	26.98	
29160 - Instructor	20.85	
29210 - Laboratory Technician	15.09	
29240 - Mathematical Technician	19.46	
29361 - Paralegal/Legal Assistant I	14.45	
29362 - Paralegal/Legal Assistant II	17.00	
29363 - Paralegal/Legal Assistant III	20.73	
29364 - Paralegal/Legal Assistant IV	25.16	
29390 - Photooptics Technician	20.21	
29480 - Technical Writer	21.49	
29491 - Unexploded Ordnance (UXO) Technician I	20.85	
29492 - Unexploded Ordnance (UXO) Technician II	25.23	
29493 - Unexploded Ordnance (UXO) Technician III	30.24	
29494 - Unexploded (UXO) Safety Escort	20.85	
29495 - Unexploded (UXO) Sweep Personnel	20.85	
29620 - Weather Observer, Senior (3)	16.69	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.92	
29622 - Weather Observer, Upper Air (3)	14.92	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	13.38	
31260 - Parking and Lot Attendant	9.59	
31290 - Shuttle Bus Driver	12.28	
31300 - Taxi Driver	9.59	
31361 - Truckdriver, Light Truck	12.03	
31362 - Truckdriver, Medium Truck	12.96	

31363 - Truckdriver, Heavy Truck	17.97	
31364 - Truckdriver, Tractor-Trailer	17.97	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	8.75	
99030 - Cashier	7.10	
99041 - Carnival Equipment Operator	9.07	
99042 - Carnival Equipment Repairer	9.47	
99043 - Carnival Worker	8.09	
99050 - Desk Clerk	8.59	
99095 - Embalmer	20.85	
99300 - Lifeguard	10.19	
99310 - Mortician	18.25	
99350 - Park Attendant (Aide)	12.79	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.67	
99500 - Recreation Specialist	11.36	
99510 - Recycling Worker	12.62	
99610 - Sales Clerk	9.15	
99620 - School Crossing Guard (Crosswalk Attendant)	8.09	
99630 - Sport Official	8.86	
99658 - Survey Party Chief (Chief of Party)	13.96	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.69	
99660 - Surveying Aide	9.33	
99690 - Swimming Pool Operator	12.24	
99720 - Vending Machine Attendant	10.98	
99730 - Vending Machine Repairer	12.24	
99740 - Vending Machine Repairer Helper	10.98	

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

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
 - 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
 - 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).
- HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, 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 ****

All terms and conditions of this Collective Bargaining Agreement apply EXCLUDING Section 41.02 of this agreement.

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.

CCR

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

CENAB-CT

17 August 2004

MEMORANDUM FOR ALL CONTRACTORS

SUBJECT: Central Contractor Registration (CCR)

1. Reference memorandum, CEDB, dated June 26, 1997, subject: Central
 Contractor Registration.
2. The purpose of this memorandum is to advise all contractors that your
 company must be registered in the CCR or you will not be awarded a Federal

contract.

3. The Debt Collection Improvement Act of 1996, requires Federal agencies to have the Taxpayer Identification Number (TIN) for every contractor and to pay every contractor through electronic funds transfer. The CCR registration was also created to be the single source of contractor data for the entire DoD, to avoid administrative duplication and allow contractors to take responsibility for the accuracy of their own business information supplying it through a single registration.

4. CCR allows Federal Government contractors to provide basic information, capabilities, and financial information one time to the government. This requirement applies to all solicitations and awards. The only exemptions will be for purchases made with the Government wide commercial purchase card, contracting offices located outside the U.S., classified contracts, and contracts executed to support contingency or emergency operations.

5. The Department of Defense (DoD) has implemented the capability for contractors to register in the CCR through the World Wide Web. For information regarding CCR registration, the CCR Web site may be accessed at www.ccr.gov. Other information regarding registration can be obtained through CCR Assistance Center (CCRAC) at 1-888-227-2423. A paper form for registration may be obtained from the DoD Electronic Commerce Information Center at 1-800-334-3414. (Note: Companies that do not wish to conduct electronic commerce with the Federal Government at this time can reduce the amount of information they must provide by answering "no" to the question "Are you Electronic Data Interchange capable?")

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

- Vendors wishing to register their subsidiaries and other entities, should ensure that each additional location obtains a separate DUNS number from Dun & Bradstreet. Dun & Bradstreet can be contacted at 1-800-333-0505.
- Vendors that are currently registered in CCR using a DUNS+4 number for reasons other than mentioned above will be contacted by a CCR Team designated to assist in the change. Until at time, all registrations using the DUNS+4 are considered active and complete. The DUNS+4 vendors require no action until they receive instruction from the designated CCR Team.

CENAB-CT

SUBJECT: Central Contractor Registration (CCR)

7. This memorandum supersedes CENAB-CT memorandum, dated 5 June 2002, Subject: Central Contractor Registration (CCR).

James J. Rich

JAMES J. RICH, PhD.

Chief, Contracting Division

