

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W912DR-08-P-0250	2. DELIVERY ORDER/ CALL NO. W912DR	3. DATE OF ORDER/CALL (YYYYMMDD) 2008 May 13	4. REQ./ PURCH. REQUEST NO. W81W3G81220266	5. PRIORITY
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6. ISSUED BY USAED - BALTIMORE 10 S. HOWARD STREET BALTIMORE MD 21201	CODE	W912DR	7. ADMINISTERED BY (if other than 6)	CODE		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
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SEE ITEM 6

9. CONTRACTOR NAME JUNIATA COLLEGE AND CHUCK YOHN ADDRESS 1700 MOORE STREET HUNTINGDON PA 16652-2196	CODE	3RXC1	FACILITY	3RXC1	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) 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 DAYS	
					13. MAIL INVOICES TO THE ADDRESS IN BLOCK See SCHEDULE	

14. SHIP TO OPS DIV RAYSTOWN LAKE PROJECT TARA WHITSEL 6145 SEVEN POINTS ROAD HESSTON PA 16647	CODE	E1R0260	15. PAYMENT WILL BE MADE BY	CODE	TOB0200	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
			USACE FINANCE CENTER ATTN: EFT/DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005			

16. TYPE OF ORDER	DELIVERY/ CALL		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.			
	PURCHASE	X	Reference your quote dated 2008 May 02 Furnish the following on terms specified herein. REF: SCOPE OF WORK AND AGREEMEN			

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

See Schedule

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: 410-962-5610 EMAIL: tony.epps@usace.army.mil BY: WILLIAM EPPS		25. TOTAL	\$8,500.00
			26. DIFFERENCES	

27a. QUANTITY IN COLUMN 20 HAS BEEN

INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS	
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f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
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36. I certify this account is correct and proper for payment.

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER
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<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	31. PAYMENT	34. CHECK NUMBER
		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.
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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CCS 1 - RAYSTOWN-CHALLENGE COST SHARING FFP PROGRAM --- PROJECT NO. 122148 - ENVIRONMENTAL EDUCATIONAL SERVICES, RAYSTOWN LAKE PROJECT, U.S. ARMY CORPS OF ENGINEERS, CHALLENGE PARTNERSHIP PROGRAM - SEE ATTACHED SCOPE OF WORK, AGREEMENT AND BID SCHEDULE FOB: Destination PURCHASE REQUEST NUMBER: W81W3G81220266	1	Lump Sum	\$8,500.00	\$8,500.00
				NET AMT	\$8,500.00
	ACRN AA CIN: W81W3G812202660001				\$8,500.00

Section C - Descriptions and Specifications

SCOPE OF WORK

SCOPE OF WORK

**Environmental Educational Services
Raystown Lake Project
U.S. Army Corps of Engineers**

1.0 INTRODUCTION

Raystown Lake is located in Huntingdon and Bedford Counties in South Central Pennsylvania, approximately 95 miles west of Harrisburg and 175 miles east of Pittsburgh. It is south of the town of Huntingdon and approximately 70 miles from the Pennsylvania-Maryland state line.

The Raystown Lake project is an 8,300 surface acre lake surrounded by approximately 22,000 acres of woodland and old farm areas. The Raystown Conservation Education Partnership activities will occur in any of the twelve developed recreation areas located along the 28-mile length of the project and in other selected regional locations.

In 2007 the Raystown Lake Project was the recipient of the Challenge Partnership Program. The Challenge Partnership Program is authorized in Section 225 of the Water Resources Development Act of 1992. Engineer Regulation 1130-2-500 dated 27 December 1996 revised 1 June 2006 Chapter 12 – Challenge Cost-Sharing Program establishes the policy for challenge cost-sharing agreements. The Challenge Cost-Sharing Program shall be used to provide opportunities for non-Federal public and private groups and individuals to contribute to and participate in the operation and/or management of recreation facilities and natural resources at Corps water resource development projects.

The Challenge Partnership Program award to the Raystown Lake Project is to be utilized in the continuation of the Raystown Conservation Education Partnership (RayCEP) on Corps operated facilities. In 2007, the Raystown Conservation Education Partnership was developed. Consisting of the Corps of Engineers at Raystown Lake, The Friends of Raystown Lake (a 501.C3 Non-Profit Organization), Juniata College, and multiple private partners the mission of RayCEP is to instill a conservation ethic for natural resources and environmental stewardship through interactive educational opportunities for a variety of age groups at Raystown Lake. See attached Exhibit 1 The Challenge Partnership Agreement.

2.0 CONTRACTOR FURNISHED ITEMS AND SERVICES.

The Contractor shall provide all labor, equipment, transportation and supplies to perform environmental education activities to visitors of Raystown Lake in accordance with the Challenge Partnership Agreement and as defined below:

- Environmental programming. Programming shall be varied to include different days, times and locations throughout the Corps operated facilities of the Raystown Lake Project. Programming topics will be generally centered on a conservation theme which may include energy, flora, and fauna.
- Recruit, train, supervise and perform evaluations for trained personnel.
- Provide professional curriculum development for interactive programs.
- As part of the partnership, through trained intern personnel, the coordination and advertisement of both existing and new programs from other providers shall occur in order to maximize attendance and marketing efforts with the goal of enhancing a visitors' awareness of all of the educational opportunities that the Raystown area offers.
- Contractor will provide transportation at a cost not to exceed the standard government mileage reimbursement rate for all personnel when it is not available from the Government.

3.0 GOVERNEMENT FURNISHED ITEMS AND SERVICES.

The Government shall provide the following:

- Marketing assistance for all programs to be held in Corps recreation areas.
- Equipment use to include audio/visual equipment and computer use.
- Government vehicle availability. During peak staffing periods a government vehicle may not be available.
- Office and storage space for RayCEP program activities and duties.
- Portable radios for official communication while in duty status.
- Incidental personnel training. Training may include but is not limited to CPR and basic first aid (subject to intern availability during scheduled CPR sessions), visitor assistance, and project orientation.
- Programming venues to accomplish the programming work as described in the Challenge Partnership Agreement to include use of the amphitheater, Visitors Center, campground access, beach access, boat launch access and outlying area access.

4.0 SCHEDULE

Services as described within this contract shall be through a period beginning on 23 May 2008 and ended on 17 August 2008. A minimum of 36 programs shall be provided, with no less than 2 programs per week.

5.0 GENERAL REQUIREMENTS.

- 5.1 All contractor employees must be citizens of the United State of America or aliens who have been lawfully admitted for permanent residence as evidenced by an Alien

Registration Receipt Card, Form 151 or other evidence from the INS that employment will not affect his/her other immigration status.

- 5.2 Any deviation from the specifications shall require prior coordination with the Contracting Officer's Representative (COR), in order to gain approval from the Contracting Officer (CO).
- 5.3 The Contractor shall, during the normal course of duties, exercise extreme care so as to protect all visitors and their property from injury, harm, and/or damage.
- 5.4 During the course of work, equipment shall be parked at locations designated by the COR or his designee. Vehicles will not be driven or parked in an unsafe manner, off designated service roadways or outside of designated parking areas, unless approved by the COR or his authorized representative. The Contractor and his/her employees will comply with all applicable local, State and Federal vehicle regulations including the utilization of seat belts. All vehicle operators shall possess a valid state driver's license.
- 5.5 The Contractor and employees shall not use or be under the influence of drugs or alcohol at any time while performing the obligations of this contract or giving the public the appearance of the same. Unacceptable behavior, deemed so by the COR or his designee, that brings discredit to the Government or the Contractor will be grounds for dismissal or termination of the contract.
- 5.6 Use of tobacco products is prohibited in all government buildings and vehicles.
- 5.7 The contractor or employees shall not carry or possess firearms in the park or maintain them in their vehicles or work areas while in a duty status.
- 5.8 The Contractor shall comply, and shall insure that all employees comply with all applicable safety regulations set forth in EM 385-1- 1 U.S. Army Corps of Engineers Safety and Health Requirements Manual (website location <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>). In addition, all OSHA Regulations, State and local safety codes shall be followed while performing duties of this contract.

6.0 KEYS

The Government will provide a form that the Contractor must complete in order for employees to receive necessary keys to access Project facilities. These keys are to be used exclusively for completing the duties prescribed in this contract. Any use of Government keys for other than the performance of this contract is strictly prohibited. Making duplicate keys is prohibited. Such improprieties shall include recommending the termination of the employee(s) and possible default of the contractor. Any loss of keys

will be reported to the Operations Manager within 24 hours. Employees are subject to the rules and regulation of Title 36 CFR Part 327.

7.0 PAYMENT

7.1 The Contractor shall draw from the funds of the Government's financial agreement as provided through the Challenge Partnership Agreement to cover salary, materials, equipment, and transportation of the internship students while on Corps managed lands.

7.2 The Contractor shall invoice the Corps of Engineers for services under this contract as defined in the attached contractor bid price. See Exhibit 2. Invoices will be processed upon the completion of all services at the end of the contract period. Alternative payment processing must be approved in advance. No payment shall be received for time not worked.

7.3 Invoices shall be sent to:
Raystown Lake Project
6145 Seven Points Road
Hesston, PA 16647

Section E - Inspection and Acceptance

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	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 09-MAY-2008 TO 30-SEP-2008	N/A	OPS DIV RAYSTOWN LAKE PROJECT TARA WHITSEL 6145 SEVEN POINTS ROAD HESSTON PA 16647 814-658-6811 FOB: Destination	E1R0260

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order

AUG 1989

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 96 NA X 3123.0000 E1 X 08 2420 099993 96181 2500 LGHC83

AMOUNT: \$8,500.00

CIN W81W3G812202660001: \$8,500.00

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.237-3	Continuity Of Services	JAN 1991
52.244-6	Subcontracts for Commercial Items	MAR 2007
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.209-7005	Reserve Officer Training Corps and Military Recruiting on Campus	JAN 2000
252.232-7003	Electronic Submission of Payment Requests	MAR 2007

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (DEC 2007)

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

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

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

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

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

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

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

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

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (MAR 2007).

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

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

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

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2005) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$30,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212) (Applies to contracts over \$100,000).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

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

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

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

(xi) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

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

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006) (Applies to contracts over \$30,000).

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

(iii) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

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

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

<http://acquisition.gov/comp/far/index.html>

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

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

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

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

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

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

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

PARTNERSHIP AGREEMENT AND BID
SEE ATTACHED