

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 68
2. CONTRACT NO.		3. SOLICITATION NO. DACA31-02-R-0052	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 26 Sep 2002	6. REQUISITION/PURCHASE NO. W81W3G-2247-6886	
7. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715 CODE CA31 TEL: 410-962-5638 FAX:			8. ADDRESS OFFER TO (If other than Item 7) See Item 7 CODE TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".						
SOLICITATION						
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>RM 7000 10 S. Howard St.</u> until <u>04:00 PM</u> local time <u>29 Oct 2002</u> (Hour) (Date)						
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.						
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)		C. E-MAIL ADDRESS
11. TABLE OF CONTENTS						
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OFFER (Must be fully completed by offeror)						
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.						
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.						
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)						
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE	18. OFFER DATE
AWARD (To be completed by Government)						
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DBER CFFF BASE PERIOD (36 Months From Date of Award): The Contractor, operating as an independent Contractor and not as an agent of the Government, shall provide all labor, materials, facilities, and equipment to perform work for various environmental remediation services and ordnance and explosive (OE) waste services in support of of the US Army Corps of Engineers, Baltimore District (USACE) and its customers located anywhere within the USACE North Atlantic Division boundaries (ME, NH, MA, CT, VT, RI, NY, PA, DE, NJ, MD, VA, WV, and District of Columbia), in accordance with Section C, Description and Specifications. Delivery requirements will be prescribed in individual task orders. PURCHASE REQUEST NUMBER: W81W3G-2247-6886	UNDEFINED	Lot		THE TOTAL AMOUNT OF THE CONTRACT WILL NOT EXCEED \$12,500,000.00



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002 OPTION	DBER CPFF OPTION PERIOD (24 Months from expiration date of CLIN 0001, Base Period):: The Contractor, operating as an independent Contractor and not as an agent of the Government, shall provide all labor, materials, facilities, and equipment to perform work for various environmental remediation services and ordnance and explosive (OE) waste services in support of of the US Army Corps of Engineers, Baltimore District (USACE) and its customers located anywhere within the USACE North Atlantic Division boundaries (ME, NH, MA, CT, VT, RI, NY, PA, DE, NJ, MD, VA, WV, and District of Columbia), in accordance with Section C, Description and Specifications. Delivery requirements will be prescribed in individual task orders.	UNDEFINED	Lot		THE TOTAL AMOUNT OF THE CONTRACT INCLUDING THE BASE PERIOD WILL NOT EXCEED \$12,500,000.00

B.1. MAXIMUM AND MINIMUM LIMITATIONS

- a. The Government guarantees to order a total minimum of \$250,000 in orders against this contract for the base period.
- b. The Government guarantees to order a total minimum of \$125,000 in orders against this contract for the option period should it be exercised.
- c. The cumulative (maximum) amount of orders shall not exceed \$12,500,000.00 over a possible five year period. However, a 15% variance above the total contract ceiling will be allowed to cover unanticipated changes, cost overruns and indirect rate adjustments.

B.2. TYPE OF CONTRACT

An indefinite-Delivery Quantity (IDIQ) Contract will be awarded to support various environmental remediation services and ordnance and explosive (OE) waste services. This contract will be effective for a three (3) year base period or at the point where the stated maximum contract amount is reached, whichever occurs first. This contract also provide for one-two year option period to be exercised at the discretion of the Government.

Task orders will be issued as a Service or Construction Task, and may be issued on a Firm-Fixed Price or Cost-Plus-Award Fee basis, as determined by the Contracting Officer.

Section C - Descriptions and Specifications

STATEMENT OF WORK

C.1. Contract Procurement Objective and Overview

The Design Build Environmental Restoration (DBER) contract awarded under this solicitation will be an Indefinite Delivery/Indefinite Quantity contract for various Environmental Remediation Services and Ordnance and Explosive (OE) Waste Services, in support of the US Army Corps of Engineers Baltimore District (USACE) and its customers located anywhere within the USACE North Atlantic Division boundaries and all other Baltimore District customer locations. The contract awarded will include both cost-reimbursable and firm-fixed price features for a wide range of environmental services at various known or suspected Hazardous, Toxic, and Radioactive Waste (HTRW) and OE sites.

Project specific task orders will be issued under the basic contract and any exercised option period thereto. The USACE Contracting Officer or Project Manager will provide the Contractor with any site-specific information in the USACE possession upon issuance of each task order. A wide variety of potential projects could be expected in this contract. A number of these possible actions are included below; however, this list is not intended to be all inclusive. New or emerging technologies, as they become available or applicable, may also be utilized during the term of this contract.

- a. bioremediation
- b. conventional water treatment
- c. soil vapor extraction
- d. underground storage tank removal/closure/replacement
- e. drum bulking
- f. excavation
- g. soil/sludge stabilization/solidification
- h. landfill development, operation, and closure
- i. asbestos abatement
- j. lead-based paint abatement
- k. slurry walls/subsurface barriers
- l. dredging
- m. groundwater extraction/dewatering
- n. thermal destruction/desorption
- o. demolition
- p. debris removal
- q. treatment/disposal of investigation-derived wastes and decontamination-derived wastes
- r. free product recovery
- s. soil washing
- t. air injection
- u. heavy metal disposal/treatment
- v. chemical oxidation/UV systems
- w. natural attenuation
- x. ordnance and explosives

Work will generally fall under task orders using performance-based statements of work. A performance based statement of work structures all aspects of an acquisition around the purpose of the work to be performed and does not dictate how the work is to be accomplished. It is written to ensure that contractors are given the freedom to determine how to meet the Government's performance objectives. It maximizes contractor control of work

processes and allows for innovation in approaching various work requirements. Performance based SOWs emphasize performance that can be contractually defined so that the results of the contractor's effort can be measured in terms of technical and quality achievement, schedule progress, or cost performance. The goal of Performance Based Contracting (PBC) is to:

- a. Save money by reducing contract costs by elimination of unnecessary effort, through innovation by the contractor, and also by reducing Government surveillance.
- b. Enable Government to shift its emphasis from processes to outputs.
- c. Hold contractors accountable for the end results. Ensure that contractors are given the freedom to determine how to meet Government's performance objectives.

Information provided by USACE on any site will be dependent on the current status of the site. Each task order will define the performance requirements of the contractor. Task orders may include, but will not be limited to any combination of the following:

Engineering support and/or design, response actions including Operations and Maintenance (short and long term) for HTRW sites, monitoring (short and long term), OE removal design and execution at OE sites, and investigations, evaluations, and studies, with associated reports.

The description of work stated herein provides a general understanding of the Contractor functions to be performed; individual task orders will contain the specific performance based requirements. Technical requirements described herein in no way limit the activities that may be required under the terms of this contract.

Task orders issued under this Contract may be Firm-Fixed Price or Cost-Reimbursable with Fixed-Fee incorporating Service Contract Act or Davis-Bacon Act wages, as applicable, depending on the type of project incorporated into each individual task order.

The Contractor shall be responsible for acquiring the latest version of applicable regulator or agency guidance, including but not limited to the referenced documents cited within this Section of the Solicitation and/or subsequent task orders issued after award of the Contract, unless otherwise specified.

Section C is to be used in the development of each individual task order of this solicitation.

C.2. Contract Requirements

The Contractor, operating as an independent Contractor and not as an agent of the Government, shall provide all labor, materials, facilities, and equipment and perform all work identified in each individual task order. The Contractor may be required to perform work under multiple task orders at different sites simultaneously. The Contractor shall be cognizant of all appropriate laws, regulations, and guidance. The Contractor shall ensure that all work activities performed by his personnel, subcontractors and suppliers are executed as required by these laws and regulations. Any incident of noncompliance noted by the Contractor shall immediately be brought to the attention of the Contracting Officer (CO) and/or the Contracting Officer's Representative (COR) by written notice. Nothing in this contract shall relieve the Contractor of his responsibility to comply with these laws and regulations. Any conflicts between laws/regulations and contract/task order requirements shall be brought to the attention of the CO and/or COR.

C.2.1. Work Plan –

For each task order, the Contractor is required to submit at a minimum an HTRW and/or OE Work Plan (WP) as appropriate, as well as other required plans. The WP basically describes the Contractor's activities as outlined in the task order. For task orders involving OE, the format for the work plan shall be in accordance with either Data Item Description (DID) OE-005-1, Type II Work Plan or DID OE-001 Type I Work Plan. The data item descriptions may be found at:

<http://www.hnd.usace.army.mil/oew/policy/dids/didindx.html> . The WP shall contain (when relevant), but not be limited to the following:

- a. Description of available data and contaminant characterization or suspected ordnance;
- b. Statement of work to be accomplished including a statement of Data Quality Objective(s);
- c. Discussion on implementation of the project including the method of operation, type of equipment, personnel required, and other special considerations;
- d. A schedule that presents the requirements to complete any required field work and key project milestones;
- e. Permits, licenses, and certificates, identification number, and location of the disposal facility (IDW decision tree), if necessary;
- f. Key personnel to be used on the project with their roles and responsibilities;
- g. Site-specific assumptions and clarifications;
- h. Site control measures; and
- i. Logs, reports, and record keeping to be utilized.

The draft WP will be reviewed and commented on by the Government. The WP shall be modified to address and incorporate the Government's comments and concerns, as appropriate. The plan will be reviewed and accepted by the USACE Project Manager/Design Team Leader or returned to the Contractor, with comments, for further revision prior to field mobilization. Acceptance of the Contractor's WP by the Government is required prior to any field mobilization. Acceptance is conditional and will be predicated on satisfactory performance during field activities. Deviations or proposed changes to the approved Work Plan must be submitted to the USACE Project Manager/Design Team Leader for review, comment, and approval. The Government reserves the right to require the Contractor to make changes in his WP and operations as necessary. During execution of the task order the Contractor shall follow the approved WP.

C.2.2. Engineering Support and Remedial Design –

The Contractor may be required to provide a wide variety of engineering services to support remediation/response actions. The extent of the engineering services will be described in detail in each individual task order and may include but are not limited to structural, mechanical, electrical, architectural, geotechnical, geological, civil, environmental, OE, cost engineering, constructability reviews, and other engineering support. The successful Contractor shall perform all necessary planning, fieldwork, and prepare all engineering documents identified in the Task Order. Engineering documents shall be representative of industry or Government standards for drawings and specifications or by performance specifications. All Engineering documents produced by the Contractor shall be stamped by a licensed Professional Engineer and shall be submitted to the USACE Project Manager/Design Team Leader for approval. Engineering documents may include, but not be limited to:

- a. Design Analysis, containing the criteria, design assumptions, calculations and other pertinent data;
- b. Performance specifications or completely edited Government furnished guide specifications;
- c. Computer Aided Design Drafting (CADD) generated drawings must be compatible with Baltimore District software. The CADD drawings software package used by the Baltimore District is INTERGRAPH;
- d. Analysis of the Contractor schedules shall be compatible to the Network Analysis System (NAS) utilizing PRIMAVERA (current software version) or as designated by the individual task order;
- e. Cost estimating software should utilize an industry approved software package capable of providing sufficient information to adequately and accurately capture the projected project costs;
- f. Title Two Services to include checking shop drawings, materials, fixtures, equipment, samples, plant materials in accordance with the specifications and drawings;
- g. Record drawings, modifications or as-built drawings;
- h. Constructability reviews;
- i. Other engineering and technical support may include:
 - Technical expertise or expert testimony during regulatory negotiations;
- j. TRADITIONAL SOILS OR GEOTECHNICAL TESTING. The laboratory to be used by the Contractor shall be a Corps of Engineers, National Environmental Laboratory Accreditation Program (NELAP), or State certified validated testing laboratory and be in accordance with ER 1110-1-261 Validation of Geotechnical Laboratories. The types of laboratory services anticipated

under this contract include, but are not limited to, mechanical analysis (sieve analysis), hydrometer analysis, Atterberg Limits, soils classifications, permeability, standard and modified proctor tests, relative density tests, etc. The Proposal shall identify the prime laboratory and secondary laboratory(ies) to be used for this type of Contract work.

- k. Securing permits as required;
- l. Liaison and interface with regulatory agencies; and
- m. Resolution of problems during response.

C.2.3. Response Actions, Removals, and Operations and Maintenance –

Response actions may or may not be performed in conjunction with investigation and engineering support depending on the individual task order. The requirements related to response actions will be described in detail in individual task orders. The successful Contractor shall perform all necessary planning, fieldwork, and implementation of the response action requirements identified. The Contractor selected for this work shall have the capability and experience to perform a wide range of investigations, response actions and removals for HTRW and OE sites including, but not limited to:

- a. On-Site source control and containment using a variety of technologies;
- b. On-Site treatment using a variety of technologies;
- c. Transportation to and/or storage, treatment and/or disposal of waste at an off site facility;
- d. Survey, removal, transportation and disposal of asbestos containing materials;
- e. Locating, identifying, recovery, management, transportation and disposal of ordnance and explosive;
- f. Installation of all support facilities;
- g. Preparation of all applicable Operation and Maintenance (O&M) Manuals and associated training of facility personnel for equipment installed;

- h. Short and Long Term Operation and Maintenance of facilities constructed under this Contract for the period specified (inclusive of facilities constructed through other contracts or under other task orders issued under this contract); and
- i. Problem solving during response with unexpected conditions or execution problems at the site.

C.2.4. Investigation and Field Studies – Both On-Site and Off-Site Work –

The Contractor shall perform all planning, fieldwork, analysis and preparation of any reports as specified in the task orders. The investigative services to be provided generally consist of, but are not limited to, performing investigations to determine the contaminant(s) and/or OE source(s), geology and groundwater conditions, contaminant concentration, contaminant migration, and geotechnical characteristics as well as any other related tasks. The data collection requirements shall be established in the task orders and be usable for preparation of a remedial investigation, feasibility study, remedy selection and/or development of a remedial design and/or implementation of the remedial/response action(s) and OE investigation, evaluation, and response including final disposal. Investigation may or may not be performed in conjunction with the remedial/response action, depending on the individual task order. Work may include risk assessments, fate and transport, groundwater modeling or other techniques to determine the potential risks to human health and the environment. The Contractor shall prepare associated reports as described in each individual task order. The Contractor shall have the capability and experience to provide a wide range of investigative and remedial/response services required for remediation/responses at HTRW and OE sites including, but not limited to:

- a. Site characterization and evaluation;
- b. Identification of action levels for regulated hazardous wastes or substances resulting from review of federal, state, and local laws, regulations, or guidance, or developed through risk assessments. This shall also include coordination with appropriate regulatory agencies;
- c. Public Health Evaluations and National Environmental Policy Act documentation as required for proposed site remediation techniques and alternatives;
- d. Survey and Mapping, Geographic Information System (GIS), remote sensing;
- e. Boring for soil sampling, testing (field and/or laboratory) or other geotechnical analysis (either on- or off-site);
- f. Drilling, installation and development of groundwater monitoring wells, production wells, extraction wells, piezometers or other instrumentation;
- g. Conducting surface or down hole geophysical surveys;

- h. Conducting hydrogeological field-testing and performing analyses and data interpretation;
- i. Conducting unexploded ordnance procedures, survey, location, access, recovery, and final disposal as required;
- j. Sampling and sample handling techniques for chemical and geotechnical characteristics;
- k. Short and Long Term Monitoring;
- l. Evaluation of available response actions and recommendation of the most environmentally sound and cost effective alternatives;
- m. Expert Testimony;
- n. Participation in community education, public involvement, or public affairs activities;
- o. Chemical analysis (both on-site and off-site) of all media for a wide variety of organic and inorganic parameters including, but not limited to:
 - 1. Hazardous and radioactive wastes;
 - 2. Explosives;
 - 3. Other chemical, physical, and composite testing;
 - 4. Characterization and screening for waste-bulking compatibility,
 - 5. Transportation and disposal; and
 - 6. Conventional water and waste water quality parameters.

ANALYTICAL TESTING. The laboratory to be used by the Contractor shall be a Corps of Engineers, National Environmental Laboratory Accreditation Program (NELAP), or State certified validated testing laboratory and shall be in accordance with EM 200-1-1 Validation of Analytical Chemistry Laboratories. The types of laboratory services anticipated under this contract include, but are not limited to, Inorganic Metal analyses on soils, waters, sludges, solids, paints, wipes; Organic analyses for VOCs, BNAs, PAHs, etc.; Anion

Testing; etc. The Proposal shall identify the prime laboratory and secondary laboratory(ies) to be used for this type of Contract work.

C.3. Project Management –

The Contractor selected for this Contract shall have the experienced personnel to perform, or provide, a wide range of services required for responses to releases at HTRW sites and locating and disposing of ordnance at OE sites. The requirements for on-site and off-site personnel may differ for each task order.

The Contractor or Contractor and Subcontractor Team jointly must have both HTRW and OE qualifications. If personnel are proposed as dual qualified, they must meet the qualification standards for both positions for which they will be used.

The Offeror must identify the key personnel to be assigned to the Contract by name, position, and firm (if other than prime contractor with address (city/state) where the firm is located) in the organization chart. The resumes will be evaluated to determine whether the individuals meet the minimum qualifications and experience necessary to perform their roles and responsibilities under this Contract.

C.3.1. Contractor UXO Personnel Qualifications –

The Contractor shall utilize only UXO personnel that meet or exceed the following minimum qualifications on projects that will be executed under this Contract.

All contractor UXO personnel will be graduates of one of the following schools or courses: The U.S. Army Bomb Disposal School, Aberdeen Proving Ground, MD; U.S. Naval Explosive Ordnance Disposal School, Indian Head, MD; the EOD Assistant's Course, Redstone Arsenal, AL; the EOD Assistant's Course at Eglin Air Force Base, FL; or a DOD certified equivalent course. USNAVEOD also requires that EOD personnel be U.S. citizens due to the need for access to the TM-60 series publications, some of which are marked NOFORN (no Foreign Nationals). UXO contractors cannot employ active military or Federal civilian employees except for members of the military who are on terminal leave. Credit for EOD experience in National Guard or Reserve units will be based on the documented actual time spent on active duty, not on the total time of service. The Offeror will comply with DID OE-025, dated 030300, for both UXO personnel qualifications and work standards. DID OE-025 can be found at the OE MCX website at <http://www.hnd.usace.army.mil/oew/policy/dids/didindx.html>.

UXO Technician II - This individual will be a graduate of the U.S. Army Bomb Disposal School, Aberdeen Proving Grounds, MD or U.S. Naval EOD School, Indian Head, MD. As an exception, a UXO Technician II may be a UXO Technician I with combined military EOD and contractor UXO experience. This individual must be able to fully perform all functions enumerated for UXO Sweep Personnel and UXO Technician I.

The UXO Technician II is required to perform the following functions: Properly storing OE material in accordance with applicable guidance; identifying fuses and determining fuse condition; determining a magnetic azimuth using current navigational/locating equipment; performing field expedient identification procedures to identify explosives contaminated soil; preparing an on-site holding area for OE material; and operating modes of transportation for transporting OE material, when appropriate.

UXO Technician I - This individual will be a graduate of the EOD Assistant's Course, Redstone Arsenal,

AL; the EOD Assistant's Course, Eglin Air Force Base, FL; or a DOD equivalent certified course. A UXO Technician I can advance to the UXO Technician II category after 5 years combined active duty military EOD and contractor UXO experience.

The UXO Technician I shall assist fully qualified personnel (UXO Technician II and above) in the following functions: Conducting reconnaissance and classification of UXO and other OE materials; identifying all munitions including bombs and bomb fuses, guided missiles, projectiles and projectile fuses, rockets and rocket fuses, land mines and associated components, pyrotechnics items, military explosives and demolition materials, grenades and grenade fuses, and sub-munitions; locating subsurface UXO using military and civilian magnetometers and related equipment; performing excavation procedures on subsurface UXO; locating surface UXO by visual means; transporting UXO and demolition materials; preparing firing systems, both electric and non-electric, for destruction operations; operating Personnel Decontamination Stations; inspecting salvaged OE related material and erection of UXO related protective works; and donning and doffing personal protective equipment.

UXO Sweep Personnel - Sweep personnel assist UXO technicians and supervisory personnel in the clearance of UXO, operating only under the direct supervision of qualified UXO technicians and/or UXO supervisors. This position requires site and job specific contractor training (which may include ordnance recognition, safety precautions, donning and doffing personnel protective equipment, etc.) but does not require UXO technician qualifications. UXO Sweep Personnel conduct visual and/or instrumented UXO search activities in field; perform field maintenance on military and civilian magnetometers; operate ordnance detection instruments and other similar equipment to include digital geophysical mapping instructions; and remove OE scrap after such items have been certified/verified safe for handling by a qualified UXO technician. UXO Sweep Personnel are not involved in the execution of explosives operations.

C.4. Government Support –

Any Government support shall be identified in individual task orders.

C.5. Project Schedule -

A Project Management Information System (PMIS) employing critical path method (CPM) scheduling will be used to develop a comprehensive schedule for the Scope of Services. A CPM network diagram illustrating the logical interaction among tasks will be developed using the latest version of the commercial software package Primavera and a baseline schedule will be created for the Scope of Services to be conducted. The schedule will be approved by the COR. The status of activities in the schedule will be updated to reflect the actual status. The schedule status will be included with Progress Reports submitted under the task order(s). The progress report will discuss target and actual completion dates for each element of activity including project completion and provide an explanation of any deviation from the milestones in the work plan schedule.

C.6. Safety and Health –

C.6.1. General –

This contract requires the Contractor to develop and implement safety and occupational health documents and procedures for executing HTRW and OE activities, including investigation, engineering support and remedial/response design, and remedial/response actions and other related activities at HTRW and OE sites. The task orders issued under the Contract shall specify the required documents. Useful references include but are not limited to:

Public Law (PL) 96-510 Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA);

PL 99-499, Superfund Amendments and Reauthorization Act (SARA);

10 Code of Federal Regulations (CFR)19-171, Nuclear Regulatory Commission,

29 CFR 1910, Occupational Safety and Health Administration (OSHA), Occupational Safety and Health Standards;

29 CFR 1910.120, OSHA, Hazardous Waste Site operations and Emergency Response;

29 CFR 1926, OSHA, Safety and Health Regulations for Construction;

29 CFR 1926.65, OSHA, Hazardous Waste Site Operations and Emergency Response;

29 CFR 1960, OSHA, Federal Employee Safety and Health Programs;

49 CFR Subpart C, Department of Transportation (DOT), Hazardous Materials Regulations;

NIOSH/OSHA/USCG/EPA, Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, October 1985;

Federal Acquisition Regulations (FAR) 52.236-13, Accident Prevention;

Army Regulations (AR) 40 series;

AR 200-1, Environmental Protection and Enhancement;

AR 385 series;

Engineer Regulations (ER) 385 series,

ER 385-1-92, Safety and Occupational health Requirements for Hazardous, Toxic, and Radioactive Waste (HTRW) Activities;

ER 1110-3-109;

ER 1110-1-8153, Engineering and Design – Ordnance and Explosive Response;

ER 1165-2-132;

Engineer Manual (EM) 385-1-1, USACE, Safety and Health Requirements Manual.

The following additional references pertain to OE sites. Note that this list of references is not intended to be the complete list. Additional references may be obtained at the OE MCX website: <http://www.hnd.usace.army.mil/oew/policy/regpro.html>. References denoted with an * are only for Chemical Warfare Materiel (CWM) sites.

DOD 6055.9, DOD Ammunition and Explosives Safety Standards;

*AR 50-6, Nuclear and Chemical Weapons and Material, Chemical Surety;

AR 75-15, Responsibilities and Procedures for Explosive Ordnance Disposal (EOD);

AR 190-12, Physical Security of Arms, Ammunition and Explosives;

*AR 385-61, Safety Studies and Reviews of Chemical Agents and Associated Weapon Systems;

AR 385-64, Ammunition and Explosives Safety Standards;

DA PAM 40-8, Occupational Health Guidelines for the Evaluation and Control of Occupational Exposure to Nerve Agents GA, GB, GC and VX,

*DA PAM 40-173, Occupational Health Guidelines for the Evaluation and Control of Occupational Exposure to Mustard Agents H, HD and HT,

*DA PAM 50-6, Chemical Accident or Incident Response and Assistance (CAIRA) operations;

*DA PAM 385-61, Toxic Chemical Agent Safety Standards;

DA PAM 385-64, Ammunition and Explosives Safety;

EP 385-1-95a, Basic Safety Concepts and Considerations for Ordnance and Explosives Operations;

Data Item Descriptions, index of DIDs follows. The DIDs may be obtained at

<http://www.hnd.usace.army.mil/oew/policy/dids/didindx.html>

Index of Data Item Descriptions		
Title	Number	Revision Date
Type I Work Plan	OE-001	000303
Type II Work Plan	OE-005-01	000303
Technical Management Plan	OE-005-02	000303
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Explosives Siting Plan	OE-005-04	000303
Geophysical Investigation Plan	OE-005-05	000303
Site Safety and Health Plan	OE-005-06	000303
Location Surveys and Mapping Plan	OE-005-07	000303
Work, Data, and Cost Management Plan	OE-005-08	000303
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Sampling and Analysis Plan	OE-005-10	000303
Quality Control Plan	OE-005-11	000303
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Geographical Information System Plan	OE-005-14	000320
Engineering Evaluation/Cost Analysis (EE/CA) Report	OE-010	000303
Accident/Incident Reports	OE-015	000303

Personnel/Work Standards	OE-025	000303
Site Specific Final Report	OE-030	000303
Disposal Feasibility Report	OE-040	000303
Report/Minutes, Record of Meetings	OE-045	000303
Telephone Conversation/Correspondence Records	OE-055	000303
Conventional Explosives Safety Submission (ESS)	OE-060	000303
Monthly Status Report	OE-080	000303
Weekly Status Report	OE-085	000303
Ordnance Filler Report	OE-090	000303
Analysis of Institutional Controls	OE-100	000303

C.6.2. Safety and Health Program (SHP) –

The Contractor performing task order requirements at HTRW and OE sites is required by regulation to develop and maintain a written safety and health program in compliance with the requirements of OSHA standard 29 CFR 1920.120 (b)129 CFR 1926.65(b). Existing written safety and health programs are acceptable if they are modified to cover the criteria in EM 385-1-1, Table 28-1.

C.6.3. Site Safety and Health Plan (SSHP) –

The SSHP shall describe the safety and health procedures, practices, and equipment to be implemented and utilized in order to protect affected personnel from the potential hazards associated with the site-specific tasks to be performed. The level of detail provided in the SSHP shall be tailored to the type of work, complexity of operations to be accomplished, and the hazards anticipated. In all cases, however, all topics required by OSHA Standard, 29 CFR 1910.120 (b) (4) I29 CFR 1926.65(b)(4), and those elements listed and described in ER 385-1-92 shall be addressed in the SSHP on a site-specific basis. For task orders involving OE, the format for the SSHP shall be in accordance with Data Item Description OE-005-06. The SSHP must be approved before work begins.

C.6.4. Health and Safety Design Analysis (HSDA) –

All designs for remediation of HTRW sites shall include a Health and Safety Design Analysis, as a chapter of the project design analysis. The HSDA shall address the site specific/hazard-specific, safety and health considerations and protective measures to be instituted for the tasks/operations to be undertaken during subsequent response actions at the site. This chapter shall fully describe and justify the safety and health requirements to be specified in the remedial action task order, including the decision logic used in their selection. The HSDA preparation and content is dependent upon the complexity of the response action and the type of work. If it is not

applicable to the project, the Contractor shall provide negative declaration and justification for exclusion.

C.6.5. Safety, Health, and Emergency Response Specifications –

All contract specifications for HTRW and OE site response actions shall contain a section delineating minimum safety, health, and emergency response requirements to which the response Contractor shall adhere. The Contractor shall develop and implement the SSHP. The contract requirements shall be fully developed from the HSDA and shall be described in a specification section entitled "Safety, Health and Emergency Response". The site-specific, task specific, and hazard-specific procedures, precautions and equipment determined necessary and described in the HSDA shall be clearly biddable and enforceable requirements within this section of the response action or removal specification. As a minimum, the safety and health elements described in ER 385-1-92 shall be addressed as applicable to the site. If it or portion thereof is not applicable to the project, the Contractor shall provide negative declaration and justification for exclusion.

C.7. Chemistry Technical Requirements –

Personnel: The Quality Control Coordinator (QCC) shall be responsible for overall quality control and data management operations associated with the work performed. The QCC shall have formal access to other chemistry professionals either employed by the Contractor or a subcontractor. These chemistry professionals may be situated in a commercial lab.

Laboratory Certification: The contractor shall be, or shall subcontract with, one of more laboratories which has been certified by U.S. Army Corps of Engineers, HTRW Center of Expertise (HTRW-CX), Omaha District, for the whole range of environmental analyses of air, water, soil, and materials using standard methods. Before sampling work on a cleanup project can begin, the laboratories shall be validated by the HTRW-CX and approved by the appropriate State regulatory agency. The HTRW-CX validation will include an analysis of an audit sample(s), on-site lab inspection and approval of the lab's Quality Management Plan (LQMP). In the case of a mobile laboratory, this may include analysis of matrix and specific performance audit samples and a possible lab inspection prior to start-up. The HTRW-CX Point of Contact is Mr. Dick Kissinger, (402) 697-2574.

Submittals:

Sampling And Analysis Plan (SAP): The Contractor shall be required to develop a Sampling and Analysis Plan (SAP) in accordance with EM 200-1-3 "Requirements for the Preparation of Sampling and Analysis Plans" The SAP shall include, but not limited to, implementation of chemical quality management, in accordance with the plans and specifications submitted for each task order. The Contracting Office or his/her designated representative prior to the start of sample collection shall accept the SAP.

Chemical Quality Control Summary Report: The Contractor shall develop and submit a report to summarize the quality control details of projects. The problems and successes of the work done to control the quality of the chemical measuring activities and other chemically related cleanup activities shall be included in the summary report.

If there are any differences between this SOW and the site-specific task order, the Contractor shall implement the site-specific instructions.

C.8. Geotechnical Requirements –

When possible geotechnical requirements related to tasks to be conducted under this contract will be described in each individual task order. The Contractor shall perform all necessary fieldwork and analyses to address the appropriate geotechnical requirements in accordance with applicable federal, state, and local regulations and technical guidance. The requirements may consist of obtaining soil, sediment, groundwater and

rock samples, testing and analyzing these samples in an approved geotechnical/analytical laboratory and incorporating the field and laboratory test results into a report with appropriate drawings, tables, maps, charts and graphs.

The studies, sampling, testing, and design shall be conducted according to the methods described in individual task orders.

C.9. Environmental Protection Requirements –

The Contractor shall perform all work in a manner that minimizes the pollution of air, water or land and develop contingency measures for cleanup of any spills that may occur during performance of this contract. The allowability of spill correction costs incurred by the Contractor shall be determined by the contract clauses "Allowable Cost and Payment", "Insurance - Liability to Third Persons" and any other applicable clauses. The Contractor shall control noise and dust within reasonable limits or limits established by applicable federal, state, and local laws and regulations. A site survey may be required to identify any wetlands, endangered species, special habitat or other protected areas. Task Orders may include specific environmental protection requirements.

C.10. Manifesting, Transportation, and Disposal Requirements –

The Contractor shall review and/or develop information and implement the necessary manifesting, transportation and disposal criteria, procedures, and practices sufficient to protect personnel, the environment, and potential receptors from the chemical, physical, and/or biological hazards. As required by task order, all information necessary to file the Annual and/or Biennial reports for each project shall be prepared and submitted by the Contractor. The Contractor is responsible for certification of all manifests and total management of their transportation and disposal procedures including scheduling, control, and reporting. The Contractor's on-site person responsible for certification shall be trained as per 49 CFR 172.700. Task Orders may include additional manifesting, transportation and disposal requirements. OE shall be transported off site in accordance with the requirements specified in Chapter 15, EP 1110-1-18, Ordnance and Explosives Response, 24 April 2000, and paragraph 1-9, TB 700-2.

C.11. Public Relations –

The Contractor, or one of his sub-Contractors, shall have personnel qualified to provide public relations support, if required. All public relations shall be coordinated through the Contracting Officer/COR.

C.12. Physical Security –

The Contractor shall maintain the site and all other Contractor controlled areas in such a manner as to minimize the risk of injury or accident to site personnel or others who may be in the area.

C.13. Security At Military Installations –

When work is performed at a military installation the Contractor shall comply with all security requirements of that installation.

C.14. Cost Reimbursable Task Orders Requirements –

When a cost reimbursable task order is issued, the Contractor's daily cost tracking form shall be submitted periodically as specified in the task order. The Contractor shall maintain an electronic copy, showing daily cost tracking. The electronic copy shall be provided to the USACE Contracting Officer Representative (COR) or Project Manager/Design Team Leader at the completion of the task order unless requested earlier by the COR or PM/DTL. The Cost Tracking shall be a real time, up to date compilation of all costs incurred/obligated/projected for the date(s) covered.

The form shall include but not be limited to a complete listing of the work expected to be performed on the period covered. It shall list all the plant, labor, and materials to be used and the estimated cost to complete the work planned for the next period. The Contractor shall also provide to the USACE COR and/or PM/DTL for approval, the projected home office/professional and management hours to be used on a task order for the following period.

Cost control should be part of the execution of task orders. Problems and cost overruns should be addressed immediately and correction proposed to the Contracting Officer.

C.15. Contractor Quality Control –

Contractor Quality Control (CQC) is the means by which the Contractor ensures that the work, to include that of subcontractors and suppliers, complies with the requirements of the contract. The control shall be adequate to cover all operations, including both on-site and off-site activities. The Contractor is responsible for quality control and shall establish and maintain an effective quality control system. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with governing regulations and contract task order requirements. The Contractor's quality control program shall include inspections and tests as described in the task orders.

(End of Section C)

Section E - Inspection and Acceptance

52.0256-4034

52.0246-4034 FINAL INSPECTION AND ACCEPTANCE

Acceptance of supplies/and or services is the responsibility of the Contracting Officer or duly authorized representative (COR).

Unless otherwise specified, final inspection and acceptance of supplies/and or services called for hereunder will be made at destination.

End of Clause

(CENAB-CT MAY 1992)
 (FAR 46.503)
 (52.0246-4034)

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

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

Section F - Deliveries or Performance

52.0212-4075

52.0212-4075 CONTRACT PERIOD (Option Years)

(a) The contract awarded hereunder shall begin date of contract award, and shall end five (5) years, unless sooner terminated in accordance with the provisions of this contract.

(b) The total duration of this contract, including all option periods, may not exceed five years. Refer to the Contract Clause entitled "Option to Extend the Term of the Contract" set forth in Part II, Section I.

(End of Clause)

(CENAB-OC/CT JUN 01)
(FAR 12.103)

COMMENCEMENT OF WORK

F.1. Commencement of Work

The Contractor shall, upon receipt of duly executed task orders, be required to commence the work required by a task order at the time specified, prosecute the work, and complete the entire project not later than the completion time specified in the tasks order. The time stated for completion shall include final cleanup of the project site. The contractor must receive approval from the Contracting Officer on all site-specific plans (i.e. Health and Safety, Chemical Quality Management, etc.) prior to initiating any on-site activity.

The Contractor shall notify the Contracting Officer upon completion of each individual task order. The Contractor shall give advance notice of the date the work will be fully completed and ready for final inspection.

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984

Section G - Contract Administration Data

52.216-4059

52.216-4059 AUTHORIZATION TO ISSUE ORDERS

As identified in clause 52.216-0018 contained in Part II, Section I, orders placed hereunder shall be by issuance of a funded delivery order, DD Form 1155, by the Baltimore District, Corps of Engineers, Contracting Division.

End of Clause

(CENAB-CT Feb 93)
(FAR 16.506)
(FAR 52.0216-4059)

52.0232-4028

52.0232-4028 SUBMISSION OF INVOICES.

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

USACE FINANCE CENTER
ATTN: DISBURSING
5722 INTEGRITY DRIVE
MILLINGTON, TN 38054-5005

(b) One copy of all invoices shall be forwarded to the Contracting Officer's Representative (COR) for review and certification.

SUBMISSION OF VOUCHERS (Cost Plus Fixed Fee Delivery Orders)

Public vouchers for services performed under this contract shall be submitted through the cognizant audit agency to the Corps of Engineers Contracting Officer's Representative for review and certification prior to payment as follows:

- (b) Original and three copies shall be forwarded to the cognizant audit agency. In addition, one (1) copy shall be forwarded to the Contracting Officer's Representative (COR).
- (c) The cognizant audit agency, after certification, shall forward vouchers to the COR, who in turn forwards the vouchers to and payment will be made by the:

USACE FINANCE CENTER
ATTN: DISBURSING
5722 INTEGRITY DRIVE

MILLINGTON, TN 38054-5005

End of Clause

(CENAB-CT MAY 1992)
(52.0232-4028)

52.0232-4131

52.0232-4131 SUMMARY FOR THE PAYMENT OFFICE

All modifications will provide sufficient information to permit the paying office to readily identify the changes for each contract line item and subline item as follows:

- (a) The amount of funds obligated by prior contract actions, to include the total cost and fee if a cost-type contract; the target fee at time of contract award if a cost-plus-incentive-fee contract; the base fee if a cost-plus-award-fee contract; or the target price and target profit if a fixed-price incentive contract;
- (b) The amount of funds obligated or deobligated by the instant modification, categorized by the types of contracts specified in paragraph(a) of this section; and
- (c) The total cumulative amount of obligated or deobligated funds, categorized by the types of contracts specified in paragraph (a) of this section.

End of Clause

52.232-4131

HARD PROTECTION

52.0236-4069 HEAD PROTECTION (HARD HATS)

The entire work area under this contract is designated as a hard hat area. The contractor shall post the area as per paragraph

05.D.01, EM 385-1-1, and shall insure that all contractor personnel, vendors, and visitors utilize hard hats within the project area.

End of Clause

(CENAB-CT-OCT 94)
(52.0236-4069)
(DR 385-1-7)

Section H - Special Contract Requirements

52.0215-4021

52.0215-4021 COST OR PRICING DATA INSTRUCTIONS

(a) Cost or Pricing Data:

Offerors shall submit with their proposal, either actually or by specific identification in writing, cost or pricing data. SF 1411, "Contract Pricing Proposal Cover Sheet" is attached for this purpose. Failure to submit Cost or Pricing Data with the proposal may be cause for rejection of the proposal. The proposal must be sufficiently detailed to make any certification obtained meaningful at a later date and enable the parties to arrive at a fair and reasonable price. For example, a proposal that contains only a total figure for labor would not be in sufficient detail. In addition, those cost elements which cannot be reasonably supported by the data submitted by the proposer may be subject to advisory audit verification.

(b) Certification of Current Cost or Pricing Data: The successful offeror may be required to certify, by use of the certification set forth in FAR 15-804-4, that to the best of his knowledge and belief, cost or pricing data he submitted was accurate, complete, and current as of the date the Contractor and the Government agreed on a price.

(c) Use of SF 1411: Particular attention is brought to the note between blocks 14 and 15 on the SF 1411 which states: "This proposal is submitted in response to the RFP contract, modification, etc., in Item 1 and reflects our best estimates and/or actual costs as of this data." The statement will be verified by signature and date in blocks 17 and 18.

End of Clause

(CENAB-CT MAY 1992)

(FAR 15.804)

(52.215-4021)

52.0242-4154

52.0242-4154 PAST PERFORMANCE INFORMATION MANAGEMENT SYSTEM (PPIMS)

As required by the FAR Part 42.1500, policy has been initiated to record and maintain contractor performance information. To implement this program for supplies and services, the Department of Defense has created a database entitled, Past Performance Information Management System (PPIMS).

An evaluation will be prepared of the contractors' performance for each supply and service contract to include modifications and task orders expected to exceed \$100,000.00. The PPIMS form,

entitled, Performance Assessment Report (PAR), will be prepared by both the Contract Specialist and the Contracting Officer's Representative (COR) and signed by the Contracting Officer and submitted to the contractor for each evaluation performed. A copy of the PAR format is located at Section J.

This program replaces Supply and Service Contractor Appraisal Support System (SSCASS).

End of Clause

(CENAB-CT-S/Mar 99)
 (FAR Part 42)
 (52. 242-4154)

52.0228-4001

52.0228-4001 REQUIRED INSURANCE FOR GVT INSTALLATION & DREDGING (52. 0228-4001)

Pursuant to the contract clause entitled, 52.228-5, Insurance – Work on a Government Installation or on Dredging projects (which ever applies), the contractor shall procure and maintain during the entire period of this performance under the contract the following minimum insurance:

COVERAGE FOR GOVERNMENT INSTALLATION

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle):	
Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property Damage:	\$ 20,000 per occurrence
Workers' Compensation and Employer's Liability:	\$100,000 per person

COVERAGE FOR DREDGING

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence

Marine Liability -	
Excess towers' liability	\$1,000,000 per occurrence
Excess protection and indemnity insurance	\$1,000,000 per occurrence
Workers' Compensation and Employer's Liability:	
(including Longshore & Harbor Workers' Compensation)	\$100,000 per person

Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so comingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

(CENAB-CT MAY 1992)
(FAR 28.307-2(a))

52.0222.4020

52.0222-4020 WAGE DETERMINATION

If a U.S. Department of Labor Wage Determination, has been included, it is titled: General Wage Decision No 94-2103 (Rev 27), dated 22 August 2002; 94-2247 (Rev. 21), dated 29 July 2002; 94-2447 (Rev 20), dated 28 May 2002; 94-2449 (Rev. 15), dated 7 June 2002; 94-2451 (Rev. 22), dated 28 May 2002; 94-2453 (Rev. 17), dated 29 May 2002; 94-2455 (Rev. 19), dated 21 August 2002; and 94-2377 (Rev. 16), dated 29 May 2002, with all current modifications. When a place of performance is established for which a wage determination is not included above, the appropriate wage determination will be included in the task order. For Supply, Service and A-E contracts the wage rate is an attachment located in Section J.

If a U.S. Department of Labor Wage Determination has not been included, it should be added by amendment prior to the date set for receipt of bids/proposals.

In the event a Department of Labor Wage Rates has not been attached to this contract, neither the contractor nor any subcontractor under the contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act, as amended.

End of Clause
(52.0222-4020)

52.239-4100

52.239-4100 YEAR 2000 COMPLIANCE

1. The following applies to Supply, Service and Construction contracts:

a. In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically the contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, aparts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

(d) The following applies to Architect-Engineering contracts:

a. The Architect/Engineer (A-E) shall insure that hardware, firmware, software, and information technology systems separately or in combination with each other or other elements specified in the documents developed under this contract shall be year 2000 compliant in accordance with FAR

39.106.

End of Clause

(CENAB-CT Sep 1998)
(FAR 39.105)
(52.239-4100)

52.0246-4003

52.0246-4003 TESTING LABORATORIES

Testing is required to be performed by the Contractor as part of his Quality Control program to verify contract compliance. This Quality Control Testing is to be conducted by a project or commercial laboratory which has been found adequate and qualified by a Corps of Engineers Division Laboratory Inspection team.

(a) A composite listing of approved testing laboratories within the North Atlantic Division is available upon request. The Contractor should engage the services of a laboratory contained in the composite list. Contractors may obtain the list by calling (410) 962-3464.

(b) The Contractor may engage the services of a laboratory other than those contained in the aforementioned list provided:

(1) The Contractor identifies and proposes the unapproved laboratory a minimum of 90 days prior to the start of testing. This time is necessary to allow for scheduling an inspection by a Corps of Engineers Division Laboratory team. The time for Government inspection will not be the basis for an increase in the contract performance period.

(2) All costs of Government inspection shall be the responsibility of the contractor.

(3) The Contractor may request Government inspection and approval prior to award by forwarding a written request to:

Commander, U.S. Army Engineer District
Baltimore
Attn: Chief, Quality Management Section
Construction Division
P.O. Box 1715
Baltimore, MD 21203-1715

End of Clause

(CENAB-CO FEB 1995)

(FAR 46.000)
(52.0246-4003)

APPLICATION OF SERVICE

Application of Service Contract Act, and Davis-Bacon Clauses

This contract include the Service Contract Act, and the Davis Bacon Provisions. When tasks are issued, they will be categorized as either services or construction. When a place of performance is established and a delivery order is issued, the appropriate wage determination will be given at that time.

VIDEO RECORD

Video Record

The Government reserves the right to make a video record of all contractor field work performed under this contract.

CONFERENCES

Conferences

Periodic meetings may be schedules as required. The contractor and/or the appropriate representative(s) shall be required to attend and participate in all conferences pertinent to the work required under this contract as directed the Contracting Officer.

WRITTEN RECORDS

Written Records

The Contractor shall provide a written record of all significant conferences, meetings, discussions, telephone conversations, etc. with participating Government representative(s). These records shall be dated and shall identify the contract number, task order number, WAD number, and paragraph reference if applicable, participating personnel, subject discussed, and conclusions reached. The Contractor shall forward to the Contracting Officer, as soon as possible (not to exceed 3 working days), a reproducible copy of the records.

PUBLIC DISCLOSURES

Public Disclosures

The Contractor shall make no public announcement or disclosures relative to information contained or developed in these contracts except as authorized in writing by the Contracting Officer.

52.0215-4302

KEY PERSONNEL SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS

In connection with the services covered by this contract, any in house personnel, subcontractors, and outside associates or consultants will be

limited to individuals or firms that were specifically identified and agreed to during negotiations. The contractor shall obtain the Contracting Officers written consent before making any substitution for these designated in house personnel, subcontractors, associates, or consultants.

(End of Clause)
(52. 0215-4302)

52.0215-4306

CONTRACTOR'S ROLE DURING DESIGN PROCESS

The Contractors construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the Contractor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructibility and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

(End of Clause)
(52.0215-4306)

52.0227-4316

DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF THE GOVERNMENT

All designs, drawings, specifications, notes, and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201 (b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

End of Clause

D-B Clause
(52.0227-4316)

52.0244-4303

RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and any other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services described in paragraph (a) furnished under this contract.

The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

End of Clause

D-B
(52. 244-4303)

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of as (determined per each task order) [Contracting Officer insert amount] for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of (as determined per each task order) per calendar day of delay [Contracting Officer insert amount].

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.215-21 Alt IV	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate IV	OCT 1997
52.216-7	Allowable Cost And Payment	FEB 2002
52.216-8	Fixed Fee	MAR 1997
52.216-9	Fixed Fee--Construction	MAR 1997
52.217-8	Option To Extend Services	NOV 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000

52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-14	Rights in Data--General	JUN 1987
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.232-1	Payments	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-27	Prompt Payment for Construction Contracts	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1 Alt I	Disputes (Dec 1998) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.236-7	Permits and Responsibilities	NOV 1991
52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts	APR 1984
52.236-19	Organization and Direction of the Work	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	JAN 1986
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JAN 1997
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996

CLAUSES INCORPORATED BY FULL TEXT

52.249-14 EXCUSABLE DELAYS (APR 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

(1) The subcontracted supplies or services were obtainable from other sources;

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.231-7000	Supplemental Cost Principles	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through the contract ordering period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$30,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$12,500,000.00

(2) Any order for a combination of items in excess of \$12,500,000.00; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the time specified in the delivery order.

(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 thirty (30); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) 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 five (5) years.

(End of clause)

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

Project Manager	\$31.73 per hour
UXO Technician II	\$22.27 per hour
UXO Technician I	\$18.40 per hour
Industrial Hygienist	\$22.27 per hour
Environmental Technician	\$15.04 per hour
Computer Operator	\$13.54 per hour
Technical Writer	\$22.27 per hour
Word Processor	\$10.86 per hour

(End of clause)

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)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

ATTACHMENTS	DESCRIPTION	PAGE
J.1.	SF-LLL, Disclosure of Lobby Activities	1
J.2.	Labor Cost Matrix Instructions	1
J.2.a.	Labor Cost Matrix Worksheet	1
J.3.	Cost Summary Schedule Instructions	1
J.3.a.	Cost Summary Schedule Worksheet	1
J.4.	Offeror Billings Past and Future Projections	1
J.5.	CCR Letter	2
J.6.	Performance Assessment Report (PPIMS)	6
J.7.	Wage Determination Decision 94- 2103	10
J.8.	Wage Determination Decision 94-2247	10
J.9.	Wage Determination Decision 94-2377	10
J.10.	Wage Determination Decision 94-2447	10
J.11.	Wage Determination Decision 94-2449	10
J.12.	Wage Determination Decision 94-2451	10
J.13.	Wage Determination Decision 94-2453	10
J.14.	Wage Determination Decision 94-2455	10

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 USC 1352
(See reverse for public burden disclosure)

1. Type of Federal Action a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance <div style="text-align: right;"><input type="checkbox"/></div>	2. Status of Federal Action a. Bid/offer/application b. Initial Award c. Post Award <div style="text-align: right;"><input type="checkbox"/></div>	3. Report Type a. Initial Filing b. Material Change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____ <div style="text-align: right;"><input type="checkbox"/></div>
--	---	--

4. NAMES AND ADDRESS OF REPORTING ENTITY: <input type="checkbox"/> PRIME <input type="checkbox"/> SUBAWARDEE Tier _____, if known Congressional District, if known: _____	5. IF REPORTING ENTITY IN NO. 4 IS SUBAWARDEE, ENTER NAME AND ADDRESS OF PRIME: Congressional District, if known: _____
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____
10. a. Names and Address of Lobbying Entity (if individual, last name, first name, MI): _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> ACTUAL <input type="checkbox"/> PLANNED	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	14. Brief description of Services Performed or to be Performed and date(s) of services, including officer(s), employee(s) or Members contacted for Payment indicated in Item 11: _____
15. Continuation Sheet(s) SF-III-A attached: <input type="checkbox"/> YES <input type="checkbox"/> NO	16. Information requested by 31 USC section 1352. Signature _____ Print Name _____ Title _____ Telephone No. _____ Date _____
STANDARD FORM LLL	

J4

LABOR COST MATRIX INSTRUCTIONS

The following instructions shall be used in providing the information requested.

1. **Column one (Government Category):** The offeror shall list the following:
 - a. Any key positions or identified personnel not listed in Paragraph C.14
 - b. Other personnel that the offeror feels may contribute significantly to the work
2. **Column two (Contractor's equivalent):** The offeror shall list the job title of the personnel which the offeror customarily uses which best matches the description of duties and qualifications listed in Paragraph C.14, Contractor Personnel and Qualifications. For all other submitted personnel the offeror shall provide a job title in this column and may provide an explanatory note describing job duties and qualifications.
3. **Column three (Base Rate):** The offeror shall provide the base labor rate (to be based on direct hourly rate without any mark-ups of any nature being included within the rate).
4. **Column four (Fringe Benefits):** The offeror shall provide the fringe benefit amount (to include payroll taxes, insurance, etc.).
5. **Column five (Subtotal):** The offeror shall provide the sum of columns three and four for each line.
6. **Column six (Home Office):** The offeror shall provide the overhead burden for the labor category for an employee when the normal duty station is the home office.
7. **Column seven (Project Office):** The offeror shall provide the overhead burden for the labor category for an employee when the normal duty station is the project (field) office.
8. **Column eight (G&A):** The offeror shall provide the G&A expense for the labor category.
9. **Column nine (Total Home):** The offeror shall provide the summation of columns 5 plus 6 plus 8.
10. **Column ten (Total Project):** The offeror shall provide the summation of columns 5 plus 7 plus 8.
11. **Column eleven (Note):** The offeror shall provide a reference not number to direct attention to any narrative explanation the offeror wishes to provide.

REALISTIC TASK COST SUMMARY SCHEDULE INSTRUCTIONS

The following instruction shall be used in providing the information requested:

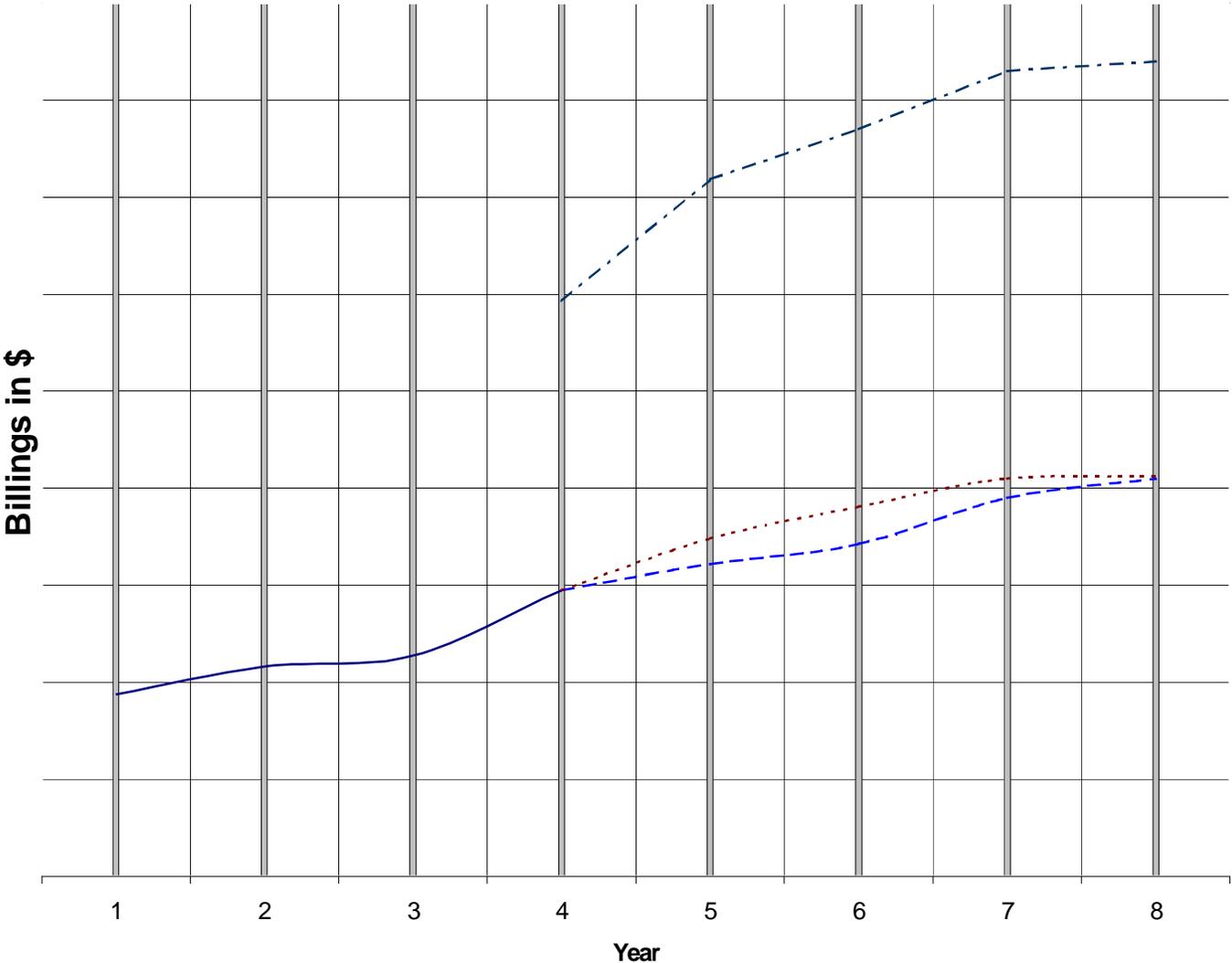
1. **Column one (Pure Direct Cost):** Pure direct Costs for each element of cost is provided by the Government. These predetermined costs are to be used by each offeror as a basis for applying their Indirect Costs / Rates based on Their Current Accounting Practices. Labor Costs represent Predetermined Base Labor Rates times our predetermined Hours. All other costs provided in this column include all applicable sales and use taxes.
2. **Column two (Fringe Benefits):** The offeror shall provide the offered Fringe Benefit rate and the Base to which this rate will be applied. The offeror shall apply this rate to the appropriate cost. Application is based on offerors current accounting practices.
3. **Column three (Overhead):** The offeror shall provide the offered Overhead rate and Base to which the rate will be applied. The offeror shall apply this rate to the appropriate cost. Application is based on offerors current accounting practices.
4. **Column four (General and Administrative):** The offeror shall provide the Offered General and Administrative Rate and Base to which the rate will be applied. The offeror shall apply this rate to the appropriate cost. Application is based on offerors current accounting practices.
5. **Column five (Materials Overhead Other/Etc.):** The offeror shall provide the offered Materials Overhead, or Other Rate and Base to which the rate will be applied. The offeror shall apply this rate to the appropriate cost. Application is based on offerors current accounting practices.
6. **Column six (Total):** The offeror shall provide the summation of columns 2 through 5
7. **Column seven (Reference Notes):** The offeror shall provide a reference not number to direct attention to any narrative explanation the offeror wishes to provide.

REALISTIC TASK COST SUMMARY SCHEDULE WITH BURDEN RATES APPLICATIO

PRIME CONTRACTOR: _____

		(1)	(2)	(3)	(4)	(5)
		PURE DIRECT COSTS	FRINGE BENEFITS	OVERHEAD	G&A	MATERIALS OVERHEAD OTHER/ETC
			Rate (%):	Rate (%):	Rate (%):	Rate (%):
			Base:	Base:	Base:	Base:
	<i>Home Office</i>					
	Professional	\$ 30,927.00				
	Technician	\$ -				
	Labor	\$ 10,309.00				
	Other					
LABOR						
	<i>Project (Field) Office</i>					
	Professional	\$ 30,927.00				
	Technician	\$ 82,472.00				
	Labor	\$ 51,545.00				
	Other					
MATERIALS		\$ 205,270.00				
EQUIPMENT		\$ 34,190.00				
SUBCONTRACTORS						
	Team	\$ 50,908.00				
	Non-Team	\$ 76,362.00				
TRAVEL		\$ 22,945.00				
OTHER DIRECT COSTS (ode)		\$ 54,080.00				
TOTAL		\$ 649,935.00				

Offeror Billings Past and Future Projections



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

CENAB-CT

June 5, 2002

MEMORANDUM FOR ALL CONTRACTORS

SUBJECT: Central Contractor Registration (CCR)

1. Reference memorandum, CEDB, dated June 26, 1997, subject: Central Contractor Registration.
 2. The purpose of this memorandum is to advise all contractors that your company must be registered in the CCR or you will not be awarded a Federal contract.
 3. The Debt Collection Improvement Act of 1996, requires Federal agencies to have the Taxpayer Identification Number (TIN) for every contractor and to pay every contractor through electronic funds transfer. The CCR registration was also created to be the single source of contractor data for the entire DoD, to avoid administrative duplication and allow contractors to take responsibility for the accuracy of their own business information supplying it through a single registration.
 4. CCR allows Federal Government contractors to provide basic information, capabilities, and financial information one time to the government. This requirement applies to all solicitations and awards. The only exemptions will be for purchases made with the Government wide commercial purchase card, contracting offices located outside the U.S., classified contracts, and contracts executed to support contingency or emergency operations.
 5. The Department of Defense (DoD) has implemented the capability for contractors to register in the CCR through the World Wide Web. For information regarding CCR registration, the CCR Web site may be accessed at <http://www.ccr.gov/index.cfm>. Other information regarding registration can be obtained through CCR Assistance Center (CCRAC) at 1-888-227-2423. A paper form for registration may be obtained from the DoD Electronic Commerce Information Center at 1-800-334-3414. (Note: Companies that do not wish to conduct electronic commerce with the Federal Government at this time can reduce the amount of information they must provide by answering "no" to the question "Are you Electronic Data Interchange capable?")
 6. Effective immediately, the use of DUNS+4 numbers to identify vendors is limited to identifying different CCR records for the same vendor at the same physical location. For example a vendor could have two records for themselves at the same physical location to identify two separate bank accounts.
- Vendors wishing to register their subsidiaries and other entities, should ensure that each additional location obtains a separate DUNS number from Dun & Bradstreet. Dun & Bradstreet can be contacted at 1-800-333-0505.

CENAB-CT

SUBJECT: Central Contractor Registration (CCR)

DACA31-02-R-0052

Attachment J.5

- Vendors that are currently registered in CCR using a DUNS+4 number for reasons other than mentioned above will be contacted by a CCR Team designated to assist in the change. Until at time, all registrations using the DUNS+4 are considered active and complete. The DUNS+4 vendors require no action until they receive instruction from the designated CCR Team.

7. This memorandum supersedes CENAB-CT memorandum, dated 1 January 2002, Subject: Central Contractor Registration (CCR).

James J. Rich

JAMES J. RICH, PhD.
Chief, Contracting Division

Performance Assessment Report

Interim
 Final
 Addendum
 Period Report:
 From: _____
 To: _____

SECTION I

<p>1a. Contractor</p> <p>Division:</p> <p>Street 1:</p> <p>Street 2:</p> <p>Street 3:</p> <p>City:</p> <p>State:</p> <p>Zip:</p> <p>Country:</p> <p>Place of Performance</p> <p>1b. CAGE:</p> <p>1c. DUNS:</p>	<p>2a. Contract Number:</p> <p>2b. Modification Number</p> <p>2c. Del/Task Order No:</p> <p>2d. Initial Value: \$</p> <p>(Base + Options)</p> <p>2e. Current Value: \$</p> <p>3a. Award Date</p> <p>3b. Completion Date:</p>
---	---

SECTION II

<p>4a. Contractor POC</p> <p style="text-align: center;">Last First MI</p> <p>Name:</p> <p>Position/Title:</p> <p>MACOM:</p> <p>Street 1:</p> <p>Street 2:</p> <p>Street 3:</p> <p>City:</p> <p>State:</p> <p>Zip:</p> <p>Country:</p> <p>Comm:</p> <p>DSN:</p> <p>Fax Comm:</p> <p>Fax DSN:</p> <p>Intl. :</p>	<p>4b. Gov't Contract Specialist/Administrator</p> <p style="text-align: center;">Last First MI</p>
--	--

Intl Fax:
Email:

Section III

5. Method of Contract:
 Sealed Bid Negotiated
6. Type of Contract:
 FFP FPR CC CPFF Rqmts
 FP-EPA T&M CPIF Labor Hour Agreement
 FPI CS CPAF ID/IQ Letter
7. Socio-economic Program:
 SBSA W/O Hub Zone None
 HBCU/MI SBIR SDBSA
8. Competition:
 Competed Action Follow on to Completed Action
 Not Available for Competition Not Competed
9. Type of Supply/Service:
 Commercial Non-Developmental Item Non-Commercial

SECTION IV

10. Business Sector:
 Space Ground Vehicles Information Technology
 Ordnance Shipbuilding Science & Technology
 Aircraft Other Systems Services
 Training Systems Operations Support

11.a FSCs:

--	--

11.b SICs:

--	--

12. Description of Requirement:

--	--

13. Sub-Contractors:

Name:
 Street1:
 Street2:
 Street3:
 City:
 State: Zip:
 Country:
 Description:

Name:
 Street1:
 Street2:
 Street3:
 City:
 State: Zip:
 Country:
 Description:

Name:
 Street1:
 Street2:
 Street3:
 City:
 State: Zip:
 Country:
 Description:

Ratings:

The following rating standards were used to evaluate the contractor's performance. The following ratings apply to all items in Section V.

Ratings
 Exceptional (Dark Blue)

Very Good (Purple)
 Satisfactory (Green)
 Marginal (Yellow)
 Unsatisfactory (Red)

SECTION V (All Business Sectors other than Systems)

14.

a. Quality of Product/Service

--	--	--

b. Schedule

--	--	--

c. Cost Control

--	--	--

d. Business Relations

--	--	--

e. Management of Key Personnel

--	--	--

f. Other (Optional)

--	--	--

SECTION VI

15. Evaluator(s):

	Last	First	MI	
Name:				Date Approved by Evaluator:
Element:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

	Last	First	MI	
Name:				Date Approved by Evaluator:
Element:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

	Last	First	MI	
Name:				Date Approved by Evaluator:
Element:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

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. 94-2103 (Rev. 27) dated 22 August 2002

State(s): District of Columbia, Maryland, Virginia
Areas: Maryland COUNTIES of Calvert, Charles, Frederick,
Montgomery, Prince George's, St. Mary's.
Virginia COUNTIES of Arlington, Fairfax, Fauquier,
King George, Loudoun, Prince William, Stafford,
Alexandria, Falls Church

WAGE DETERMINATION NO: 94-2103 REV (27) AREA: DC,DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (27) AREA: DC,DISTRICT-WIDE

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.: 1994-2103

William W.Gross Division of | Revision No.: 27

Director Wage Determinations| Date Of Last Revision: 08/22/2002

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE MINIMUM WAGE RATE

Administrative Support and Clerical Occupations

Accounting Clerk I	10.16
Accounting Clerk II	11.88
Accounting Clerk III	14.04
Accounting Clerk IV	16.37
Court Reporter	14.94
Dispatcher, Motor Vehicle	14.63
Document Preparation Clerk	11.29
Duplicating Machine Operator	11.29
Film/Tape Librarian	14.65
General Clerk I	11.68
General Clerk II	13.72
General Clerk III	15.32
General Clerk IV	18.74
Housing Referral Assistant	17.82
Key Entry Operator I	10.40
Key Entry Operator II	11.62
Messenger (Courier)	9.30
Order Clerk I	14.74
Order Clerk II	16.29
Personnel Assistant (Employment) I	13.05
Personnel Assistant (Employment) II	14.24
Personnel Assistant (Employment) III	16.42
Personnel Assistant (Employment) IV	19.60
Production Control Clerk	17.28
Rental Clerk	15.42
Scheduler, Maintenance	14.06
Secretary I	14.71
Secretary II	15.35
Secretary III	18.49

Secretary IV	19.57
Secretary V	22.79
Service Order Dispatcher	14.04
Stenographer I	14.68
Stenographer II	16.47
Supply Technician	19.57
Survey Worker (Interviewer)	14.94
Switchboard Operator-Receptionist	10.96
Test Examiner	15.35
Test Proctor	15.35
Travel Clerk I	11.63
Travel Clerk II	12.49
Travel Clerk III	13.41
Word Processor I	11.80
Word Processor II	14.22
Word Processor III	16.65
Automatic Data Processing Occupations	
Computer Data Librarian	11.69
Computer Operator I	13.30
Computer Operator II	15.67
Computer Operator III	18.60
Computer Operator IV	18.94
Computer Operator V	22.94
Computer Programmer I (1)	19.64
Computer Programmer II (1)	23.05
Computer Programmer III (1)	26.99
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	26.99
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	14.06
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	21.38
Automotive Glass Installer	17.03
Automotive Worker	17.03
Electrician, Automotive	18.05
Mobile Equipment Servicer	14.94
Motor Equipment Metal Mechanic	19.03
Motor Equipment Metal Worker	17.03
Motor Vehicle Mechanic	19.11
Motor Vehicle Mechanic Helper	16.01
Motor Vehicle Upholstery Worker	17.03
Motor Vehicle Wrecker	17.03
Painter, Automotive	18.05
Radiator Repair Specialist	17.03
Tire Repairer	14.43
Transmission Repair Specialist	19.03
Food Preparation and Service Occupations	
Baker	11.87
Cook I	10.41
Cook II	11.87
Dishwasher	8.76
Food Service Worker	9.01
Meat Cutter	16.07

Waiter/Waitress	8.17	
Furniture Maintenance and Repair Occupations		
Electrostatic Spray Painter	18.05	
Furniture Handler	12.55	
Furniture Refinisher	18.05	
Furniture Refinisher Helper	13.85	
Furniture Repairer, Minor	16.01	
Upholsterer	18.05	
General Services and Support Occupations		
Cleaner, Vehicles	9.67	
Elevator Operator	9.79	
Gardener	12.98	
House Keeping Aid I	9.02	
House Keeping Aid II	9.28	
Janitor	9.64	
Laborer, Grounds Maintenance	10.75	
Maid or Houseman	9.28	
Pest Controller	11.85	
Refuse Collector	10.88	
Tractor Operator	12.73	
Window Cleaner	10.51	
Health Occupations		
Dental Assistant	14.36	
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.95	
Licensed Practical Nurse I	14.43	
Licensed Practical Nurse II	16.20	
Licensed Practical Nurse III	18.13	
Medical Assistant	11.76	
Medical Laboratory Technician	13.93	
Medical Record Clerk	13.57	
Medical Record Technician	14.21	
Nursing Assistant I	8.46	
Nursing Assistant II	9.52	
Nursing Assistant III	11.94	
Nursing Assistant IV	13.40	
Pharmacy Technician	11.84	
Phlebotomist	11.21	
Registered Nurse I	22.54	
Registered Nurse II	25.08	
Registered Nurse II, Specialist	25.08	
Registered Nurse III	32.38	
Registered Nurse III, Anesthetist	32.38	
Registered Nurse IV	38.81	
Information and Arts Occupations		
Audiovisual Librarian	18.95	
Exhibits Specialist I	16.79	
Exhibits Specialist II	20.99	
Exhibits Specialist III	25.84	
Illustrator I	17.03	
Illustrator II	21.29	
Illustrator III	26.20	
Librarian	22.33	
Library Technician	15.03	
Photographer I	13.93	

Photographer II	15.64	
Photographer III	19.56	
Photographer IV	24.08	
Photographer V	26.50	
Laundry, Dry Cleaning, Pressing and Related Occupations		
Assembler	8.71	
Counter Attendant	8.71	
Dry Cleaner	9.83	
Finisher, Flatwork, Machine	8.71	
Presser, Hand	8.71	
Presser, Machine, Drycleaning	8.71	
Presser, Machine, Shirts	8.71	
Presser, Machine, Wearing Apparel, Laundry	8.71	8.71
Sewing Machine Operator	10.63	
Tailor	12.43	
Washer, Machine	9.31	
Machine Tool Operation and Repair Occupations		
Machine-Tool Operator (Toolroom)	18.05	
Tool and Die Maker	21.95	
Material Handling and Packing Occupations		
Forklift Operator	14.58	
Fuel Distribution System Operator	19.38	
Material Coordinator	16.97	
Material Expediter	16.97	
Material Handling Laborer	11.50	
Order Filler	13.21	
Production Line Worker (Food Processing)	11.64	
Shipping Packer	12.21	
Shipping/Receiving Clerk	13.09	
Stock Clerk (Shelf Stocker; Store Worker II)	12.69	
Store Worker I	8.89	
Tools and Parts Attendant	16.99	
Warehouse Specialist	15.01	
Mechanics and Maintenance and Repair Occupations		
Aircraft Mechanic	21.95	
Aircraft Mechanic Helper	14.51	
Aircraft Quality Control Inspector	23.11	
Aircraft Servicer	16.78	
Aircraft Worker	17.84	
Appliance Mechanic	18.05	
Bicycle Repairer	14.43	
Cable Splicer	20.93	
Carpenter, Maintenance	18.05	
Carpet Layer	17.61	
Electrician, Maintenance	22.59	
Electronics Technician, Maintenance I	16.08	
Electronics Technician, Maintenance II	20.88	
Electronics Technician, Maintenance III	22.73	
Fabric Worker	15.76	
Fire Alarm System Mechanic	19.03	
Fire Extinguisher Repairer	14.94	
Fuel Distribution System Mechanic	20.93	
General Maintenance Worker	16.46	
Heating, Refrigeration and Air Conditioning Mechanic	19.03	19.03

Heavy Equipment Mechanic	19.03	
Heavy Equipment Operator	19.31	
Instrument Mechanic	19.03	
Laborer	10.70	
Locksmith	18.05	
Machinery Maintenance Mechanic	20.51	
Machinist, Maintenance	21.52	
Maintenance Trades Helper	13.85	
Millwright	19.24	
Office Appliance Repairer	18.05	
Painter, Aircraft	20.76	
Painter, Maintenance	18.05	
Pipefitter, Maintenance	19.04	
Plumber, Maintenance	18.05	
Pneudraulic Systems Mechanic	19.03	
Rigger	19.03	
Scale Mechanic	17.03	
Sheet-Metal Worker, Maintenance	19.03	
Small Engine Mechanic	20.05	
Telecommunication Mechanic I	19.41	
Telecommunication Mechanic II	20.45	
Telephone Lineman	20.93	
Welder, Combination, Maintenance	19.03	
Well Driller	19.03	
Woodcraft Worker	19.03	
Woodworker	15.32	
Miscellaneous Occupations		
Animal Caretaker	8.97	
Carnival Equipment Operator	11.11	
Carnival Equipment Repairer	11.97	
Carnival Worker	7.48	
Cashier	8.53	
Desk Clerk	9.78	
Embalmer	19.04	
Lifeguard	9.67	
Mortician	21.63	
Park Attendant (Aide)	12.15	
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.03	
Recreation Specialist	15.94	
Recycling Worker	14.06	
Sales Clerk	10.04	
School Crossing Guard (Crosswalk Attendant)	10.34	
Sport Official	11.24	
Survey Party Chief (Chief of Party)	14.92	
Surveying Aide	9.27	
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.18	
Swimming Pool Operator	13.21	
Vending Machine Attendant	10.20	
Vending Machine Repairer	13.24	
Vending Machine Repairer Helper	10.77	
Personal Needs Occupations		
Child Care Attendant	11.37	
Child Care Center Clerk	15.86	
Chore Aid	8.05	

Homemaker	16.45	
Plant and System Operation Occupations		
Boiler Tender	20.85	
Sewage Plant Operator	19.15	
Stationary Engineer	20.85	
Ventilation Equipment Tender	13.85	
Water Treatment Plant Operator	19.72	
Protective Service Occupations		
Alarm Monitor	15.04	
Corrections Officer	17.69	
Court Security Officer	18.84	
Detention Officer	18.29	
Firefighter	19.72	
Guard I	9.51	
Guard II	12.53	
Police Officer	20.54	
Stevedoring/Longshoremen Occupations		
Blocker and Bracer	16.46	
Hatch Tender	14.31	
Line Handler	14.31	
Stevedore I	15.47	
Stevedore II	17.45	
Technical Occupations		
Air Traffic Control Specialist, Center (2)	28.96	
Air Traffic Control Specialist, Station (2)	19.97	
Air Traffic Control Specialist, Terminal (2)	21.99	
Archeological Technician I	14.57	
Archeological Technician II	16.29	
Archeological Technician III	20.20	
Cartographic Technician	22.73	
Civil Engineering Technician	19.56	
Computer Based Training (CBT) Specialist/ Instructor		23.94
Drafter I	12.22	
Drafter II	15.30	
Drafter III	17.18	
Drafter IV	21.49	
Engineering Technician I	15.50	
Engineering Technician II	17.99	
Engineering Technician III	21.63	
Engineering Technician IV	24.82	
Engineering Technician V	30.35	
Engineering Technician VI	36.72	
Environmental Technician	19.29	
Flight Simulator/Instructor (Pilot)	27.76	
Graphic Artist	20.36	
Instructor	23.34	
Laboratory Technician	15.98	
Mathematical Technician	23.39	
Paralegal/Legal Assistant I	16.71	
Paralegal/Legal Assistant II	21.31	
Paralegal/Legal Assistant III	26.07	
Paralegal/Legal Assistant IV	31.54	
Photooptics Technician	21.06	
Technical Writer	23.99	

Unexploded (UXO) Safety Escort	18.40
Unexploded (UXO) Sweep Personnel	18.40
Unexploded Ordnance (UXO) Technician I	18.40
Unexploded Ordnance (UXO) Technician II	22.27
Unexploded Ordnance (UXO) Technician III	26.69
Weather Observer, Combined Upper Air and Surface Programs (3)	16.64
Weather Observer, Senior (3)	19.38
Weather Observer, Upper Air (3)	16.64
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	15.09
Parking and Lot Attendant	8.62
Shuttle Bus Driver	11.76
Taxi Driver	10.60
Truckdriver, Heavy Truck	17.52
Truckdriver, Light Truck	11.78
Truckdriver, Medium Truck	14.97
Truckdriver, Tractor-Trailer	17.52

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

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

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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 ****

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.

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. 94-2247 (Rev. 21) dated 29 July 2002

State(s): Maryland

Areas: Maryland COUNTIES OF Anne Arundel, Baltimore,
Carroll, Harford, Howard, Baltimore City

WAGE DETERMINATION NO: 94-2247 REV (21) AREA: MD,BALTIMORE

WAGE DETERMINATION NO: 94-2247 REV (21) AREA: MD,BALTIMORE

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.: 1994-2247

William W.Gross Division of | Revision No.: 21

Director Wage Determinations| Date Of Last Revision: 07/29/2002

State: Maryland

Area: Maryland Counties of Anne Arundel, Baltimore, Baltimore City, Carroll, Harford, Howard

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE MINIMUM WAGE RATE

Administrative Support and Clerical Occupations

Accounting Clerk I	9.93
Accounting Clerk II	11.45
Accounting Clerk III	12.45
Accounting Clerk IV	16.07
Court Reporter	14.94
Dispatcher, Motor Vehicle	14.28
Document Preparation Clerk	11.27
Duplicating Machine Operator	11.13
Film/Tape Librarian	11.69
General Clerk I	9.08
General Clerk II	11.10
General Clerk III	12.79
General Clerk IV	14.11
Housing Referral Assistant	16.95
Key Entry Operator I	9.93
Key Entry Operator II	12.26
Messenger (Courier)	8.73
Order Clerk I	13.00
Order Clerk II	14.44
Personnel Assistant (Employment) I	12.33
Personnel Assistant (Employment) II	13.83
Personnel Assistant (Employment) III	15.98
Personnel Assistant (Employment) IV	17.78
Production Control Clerk	16.95
Rental Clerk	14.19
Scheduler, Maintenance	14.06
Secretary I	14.19
Secretary II	15.13
Secretary III	16.95
Secretary IV	18.55
Secretary V	20.59
Service Order Dispatcher	14.06

Stenographer I	14.69
Stenographer II	16.46
Supply Technician	18.55
Survey Worker (Interviewer)	14.94
Switchboard Operator-Receptionist	10.65
Test Examiner	14.94
Test Proctor	14.94
Travel Clerk I	9.67
Travel Clerk II	10.63
Travel Clerk III	11.73
Word Processor I	11.80
Word Processor II	14.22
Word Processor III	15.75
Automatic Data Processing Occupations	
Computer Data Librarian	11.64
Computer Operator I	13.39
Computer Operator II	15.40
Computer Operator III	18.73
Computer Operator IV	19.07
Computer Operator V	21.97
Computer Programmer I (1)	18.15
Computer Programmer II (1)	20.98
Computer Programmer III (1)	25.17
Computer Programmer IV (1)	26.37
Computer Systems Analyst I (1)	25.40
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.39
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	18.28
Automotive Glass Installer	15.64
Automotive Worker	15.64
Electrician, Automotive	16.82
Mobile Equipment Servicer	14.46
Motor Equipment Metal Mechanic	16.82
Motor Equipment Metal Worker	15.64
Motor Vehicle Mechanic	16.82
Motor Vehicle Mechanic Helper	13.86
Motor Vehicle Upholstery Worker	15.64
Motor Vehicle Wrecker	15.64
Painter, Automotive	16.18
Radiator Repair Specialist	15.64
Tire Repairer	13.77
Transmission Repair Specialist	16.82
Food Preparation and Service Occupations	
Baker	11.06
Cook I	9.45
Cook II	10.25
Dishwasher	8.02
Food Service Worker	8.39
Meat Cutter	11.88
Waiter/Waitress	7.65
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	15.95

Furniture Handler	13.31	
Furniture Refinisher	15.95	
Furniture Refinisher Helper	13.66	
Furniture Repairer, Minor	14.81	
Upholsterer	15.95	
General Services and Support Occupations		
Cleaner, Vehicles	8.67	
Elevator Operator	9.23	
Gardener	10.75	
House Keeping Aid I	8.76	
House Keeping Aid II	9.22	
Janitor	9.22	
Laborer, Grounds Maintenance	9.68	
Maid or Houseman	8.76	
Pest Controller	9.94	
Refuse Collector	9.22	
Tractor Operator	10.54	
Window Cleaner	9.75	
Health Occupations		
Dental Assistant	11.79	
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.85	
Licensed Practical Nurse I	14.22	
Licensed Practical Nurse II	16.03	
Licensed Practical Nurse III	17.60	
Medical Assistant	11.58	
Medical Laboratory Technician	12.63	
Medical Record Clerk	12.63	
Medical Record Technician	15.20	
Nursing Assistant I	8.45	
Nursing Assistant II	9.50	
Nursing Assistant III	11.23	
Nursing Assistant IV	12.61	
Pharmacy Technician	12.45	
Phlebotomist	11.51	
Registered Nurse I	20.98	
Registered Nurse II	23.68	
Registered Nurse II, Specialist	23.68	
Registered Nurse III	29.87	
Registered Nurse III, Anesthetist	29.87	
Registered Nurse IV	32.33	
Information and Arts Occupations		
Audiovisual Librarian	19.27	
Exhibits Specialist I	17.60	
Exhibits Specialist II	21.29	
Exhibits Specialist III	22.85	
Illustrator I	17.60	
Illustrator II	21.29	
Illustrator III	22.85	
Librarian	19.66	
Library Technician	14.06	
Photographer I	12.88	
Photographer II	16.00	
Photographer III	19.35	
Photographer IV	20.77	

Photographer V	25.12	
Laundry, Dry Cleaning, Pressing and Related Occupations		
Assembler	7.30	
Counter Attendant	7.30	
Dry Cleaner	9.54	
Finisher, Flatwork, Machine	7.30	
Presser, Hand	7.30	
Presser, Machine, Drycleaning	7.30	
Presser, Machine, Shirts	7.30	
Presser, Machine, Wearing Apparel, Laundry		7.30
Sewing Machine Operator	10.13	
Tailor	11.31	
Washer, Machine	8.20	
Machine Tool Operation and Repair Occupations		
Machine-Tool Operator (Toolroom)		17.55
Tool and Die Maker	21.52	
Material Handling and Packing Occupations		
Forklift Operator	14.73	
Fuel Distribution System Operator		15.86
Material Coordinator	15.45	
Material Expediter	15.45	
Material Handling Laborer	12.72	
Order Filler	11.90	
Production Line Worker (Food Processing)		14.45
Shipping Packer	12.80	
Shipping/Receiving Clerk	12.37	
Stock Clerk (Shelf Stocker; Store Worker II)		14.47
Store Worker I	12.13	
Tools and Parts Attendant	16.51	
Warehouse Specialist	15.11	
Mechanics and Maintenance and Repair Occupations		
Aircraft Mechanic	19.02	
Aircraft Mechanic Helper	15.58	
Aircraft Quality Control Inspector	19.69	
Aircraft Servicer	17.03	
Aircraft Worker	17.73	
Appliance Mechanic	17.02	
Bicycle Repairer	13.77	
Cable Splicer	20.90	
Carpenter, Maintenance	16.06	
Carpet Layer	16.96	
Electrician, Maintenance	19.88	
Electronics Technician, Maintenance I		15.48
Electronics Technician, Maintenance II		18.66
Electronics Technician, Maintenance III		19.35
Fabric Worker	14.81	
Fire Alarm System Mechanic	17.66	
Fire Extinguisher Repairer	15.16	
Fuel Distribution System Mechanic	18.24	
General Maintenance Worker	15.42	
Heating, Refrigeration and Air Conditioning Mechanic		16.58
Heavy Equipment Mechanic	17.32	
Heavy Equipment Operator	17.08	
Instrument Mechanic	17.66	

Laborer	11.25	
Locksmith	17.09	
Machinery Maintenance Mechanic		18.15
Machinist, Maintenance	16.58	
Maintenance Trades Helper	13.66	
Millwright	19.64	
Office Appliance Repairer	17.02	
Painter, Aircraft	18.16	
Painter, Maintenance	17.02	
Pipefitter, Maintenance	18.93	
Plumber, Maintenance	17.02	
Pneudraulic Systems Mechanic	17.66	
Rigger	18.24	
Scale Mechanic	16.40	
Sheet-Metal Worker, Maintenance		16.58
Small Engine Mechanic	15.42	
Telecommunication Mechanic I	15.42	
Telecommunication Mechanic II	17.12	
Telephone Lineman	16.58	
Welder, Combination, Maintenance		16.58
Well Driller	16.58	
Woodcraft Worker	18.24	
Woodworker	14.98	
Miscellaneous Occupations		
Animal Caretaker	8.76	
Carnival Equipment Operator		8.33
Carnival Equipment Repairer		8.66
Carnival Worker	7.29	
Cashier	7.92	
Desk Clerk	8.33	
Embalmer	20.84	
Lifeguard	8.10	
Mortician	20.84	
Park Attendant (Aide)	10.15	
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		8.10
Recreation Specialist	14.42	
Recycling Worker	10.54	
Sales Clerk	8.10	
School Crossing Guard (Crosswalk Attendant)		9.07
Sport Official	7.04	
Survey Party Chief (Chief of Party)		13.61
Surveying Aide	7.41	
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		11.32
Swimming Pool Operator	11.48	
Vending Machine Attendant	10.20	
Vending Machine Repairer	11.48	
Vending Machine Repairer Helper	10.20	
Personal Needs Occupations		
Child Care Attendant	7.90	
Child Care Center Clerk	11.32	
Chore Aid	8.53	
Homemaker	10.70	
Plant and System Operation Occupations		
Boiler Tender	19.56	

Sewage Plant Operator	18.02	
Stationary Engineer	19.56	
Ventilation Equipment Tender	14.55	
Water Treatment Plant Operator	17.27	
Protective Service Occupations		
Alarm Monitor	13.84	
Corrections Officer	16.48	
Court Security Officer	18.84	
Detention Officer	18.29	
Firefighter	19.72	
Guard I	9.51	
Guard II	13.78	
Police Officer	20.54	
Stevedoring/Longshoremen Occupations		
Blocker and Bracer	16.29	
Hatch Tender	16.29	
Line Handler	16.29	
Stevedore I	14.26	
Stevedore II	15.36	
Technical Occupations		
Air Traffic Control Specialist, Center (2)	28.96	
Air Traffic Control Specialist, Station (2)	19.97	
Air Traffic Control Specialist, Terminal (2)	21.99	
Archeological Technician I	15.37	
Archeological Technician II	17.20	
Archeological Technician III	21.29	
Cartographic Technician	20.12	
Civil Engineering Technician	21.29	
Computer Based Training (CBT) Specialist/ Instructor	22.97	
Drafter I	11.59	
Drafter II	14.17	
Drafter III	17.60	
Drafter IV	21.29	
Engineering Technician I	15.50	
Engineering Technician II	17.13	
Engineering Technician III	19.24	
Engineering Technician IV	23.21	
Engineering Technician V	26.50	
Engineering Technician VI	29.94	
Environmental Technician	18.70	
Flight Simulator/Instructor (Pilot)	24.95	
Graphic Artist	20.08	
Instructor	21.50	
Laboratory Technician	15.66	
Mathematical Technician	20.55	
Paralegal/Legal Assistant I	16.78	
Paralegal/Legal Assistant II	18.55	
Paralegal/Legal Assistant III	22.68	
Paralegal/Legal Assistant IV	27.43	
Photooptics Technician	18.68	
Technical Writer	24.90	
Unexploded (UXO) Safety Escort	18.40	
Unexploded (UXO) Sweep Personnel	18.40	
Unexploded Ordnance (UXO) Technician I	18.40	

Unexploded Ordnance (UXO) Technician II	22.27
Unexploded Ordnance (UXO) Technician III	26.69
Weather Observer, Combined Upper Air and Surface Programs (3)	17.23
Weather Observer, Senior (3)	19.15
Weather Observer, Upper Air (3)	17.23
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	15.09
Parking and Lot Attendant	10.80
Shuttle Bus Driver	14.12
Taxi Driver	10.05
Truckdriver, Heavy Truck	16.72
Truckdriver, Light Truck	13.53
Truckdriver, Medium Truck	14.10
Truckdriver, Tractor-Trailer	16.72

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

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

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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 ****

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.

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. 94-2377 (Rev. 16) dated 29 May 2002

State(s): New York

Areas: New York COUNTIES OF Clinton, Essex, Franklin,
Jefferson, Lewis, St Lawrence

WAGE DETERMINATION NO: 94-2377 REV (16) AREA: NY,NORTHERN NEW YORK

WAGE DETERMINATION NO: 94-2377 REV (16) AREA: NY,NORTHERN NEW YORK REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2377

William W.Gross Division of | Revision No.: 16

Director Wage Determinations | Date Of Last Revision: 05/29/2002

State: New York

Area: New York Counties of Clinton, Essex, Franklin, Jefferson, Lewis, St Lawrence

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.41
Accounting Clerk II	11.38
Accounting Clerk III	16.07
Accounting Clerk IV	17.96
Court Reporter	13.84
Dispatcher, Motor Vehicle	13.82
Document Preparation Clerk	10.90
Duplicating Machine Operator	10.90
Film/Tape Librarian	11.76
General Clerk I	8.70
General Clerk II	9.70
General Clerk III	10.59
General Clerk IV	11.88
Housing Referral Assistant	14.41
Key Entry Operator I	10.05
Key Entry Operator II	10.99
Messenger (Courier)	9.05
Order Clerk I	10.12
Order Clerk II	10.60
Personnel Assistant (Employment) I	10.00
Personnel Assistant (Employment) II	11.22
Personnel Assistant (Employment) III	12.27
Personnel Assistant (Employment) IV	13.79
Production Control Clerk	15.39
Rental Clerk	10.75
Scheduler, Maintenance	11.00
Secretary I	11.00
Secretary II	12.92
Secretary III	14.41
Secretary IV	16.00
Secretary V	17.72
Service Order Dispatcher	11.78

Stenographer I	10.47
Stenographer II	11.76
Supply Technician	16.00
Survey Worker (Interviewer)	12.06
Switchboard Operator-Receptionist	9.23
Test Examiner	12.92
Test Proctor	12.92
Travel Clerk I	9.15
Travel Clerk II	9.77
Travel Clerk III	10.37
Word Processor I	11.40
Word Processor II	13.09
Word Processor III	13.77
Automatic Data Processing Occupations	
Computer Data Librarian	10.13
Computer Operator I	11.26
Computer Operator II	12.16
Computer Operator III	14.04
Computer Operator IV	15.60
Computer Operator V	17.26
Computer Programmer I (1)	15.50
Computer Programmer II (1)	19.19
Computer Programmer III (1)	22.49
Computer Programmer IV (1)	26.74
Computer Systems Analyst I (1)	22.46
Computer Systems Analyst II (1)	27.06
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	11.31
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	18.26
Automotive Glass Installer	16.87
Automotive Worker	16.87
Electrician, Automotive	17.54
Mobile Equipment Servicer	15.54
Motor Equipment Metal Mechanic	18.26
Motor Equipment Metal Worker	16.87
Motor Vehicle Mechanic	18.26
Motor Vehicle Mechanic Helper	14.88
Motor Vehicle Upholstery Worker	16.21
Motor Vehicle Wrecker	16.87
Painter, Automotive	17.54
Radiator Repair Specialist	16.87
Tire Repairer	15.01
Transmission Repair Specialist	18.26
Food Preparation and Service Occupations	
Baker	15.69
Cook I	14.37
Cook II	15.69
Dishwasher	11.69
Food Service Worker	11.69
Meat Cutter	15.69
Waiter/Waitress	12.36
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	16.55

Furniture Handler	12.74	
Furniture Refinisher	16.55	
Furniture Refinisher Helper	14.02	
Furniture Repairer, Minor	15.27	
Upholsterer	16.55	
General Services and Support Occupations		
Cleaner, Vehicles	11.69	
Elevator Operator	13.43	
Gardener	14.37	
House Keeping Aid I	11.01	
House Keeping Aid II	11.69	
Janitor	11.69	
Laborer, Grounds Maintenance	12.36	
Maid or Houseman	11.01	
Pest Controller	15.04	
Refuse Collector	11.69	
Tractor Operator	13.69	
Window Cleaner	12.36	
Health Occupations		
Dental Assistant	11.59	
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.34	
Licensed Practical Nurse I	10.66	
Licensed Practical Nurse II	11.98	
Licensed Practical Nurse III	13.32	
Medical Assistant	11.88	
Medical Laboratory Technician	12.42	
Medical Record Clerk	12.42	
Medical Record Technician	13.01	
Nursing Assistant I	8.39	
Nursing Assistant II	9.43	
Nursing Assistant III	10.32	
Nursing Assistant IV	11.56	
Pharmacy Technician	12.19	
Phlebotomist	10.30	
Registered Nurse I	15.06	
Registered Nurse II	18.42	
Registered Nurse II, Specialist	18.42	
Registered Nurse III	22.27	
Registered Nurse III, Anesthetist	22.27	
Registered Nurse IV	26.71	
Information and Arts Occupations		
Audiovisual Librarian	17.61	
Exhibits Specialist I	14.57	
Exhibits Specialist II	17.90	
Exhibits Specialist III	22.06	
Illustrator I	13.26	
Illustrator II	16.43	
Illustrator III	20.07	
Librarian	22.10	
Library Technician	13.81	
Photographer I	11.63	
Photographer II	12.99	
Photographer III	16.09	
Photographer IV	19.66	

Photographer V	23.77	
Laundry, Dry Cleaning, Pressing and Related Occupations		
Assembler	6.88	
Counter Attendant	6.88	
Dry Cleaner	7.57	
Finisher, Flatwork, Machine	6.88	
Presser, Hand	6.88	
Presser, Machine, Drycleaning	6.88	
Presser, Machine, Shirts	6.88	
Presser, Machine, Wearing Apparel, Laundry		6.88
Sewing Machine Operator	7.81	
Tailor	8.66	
Washer, Machine	7.38	
Machine Tool Operation and Repair Occupations		
Machine-Tool Operator (Toolroom)		16.89
Tool and Die Maker	20.10	
Material Handling and Packing Occupations		
Forklift Operator	13.16	
Fuel Distribution System Operator		14.66
Material Coordinator	15.38	
Material Expediter	15.38	
Material Handling Laborer		10.65
Order Filler	11.70	
Production Line Worker (Food Processing)		13.05
Shipping Packer	10.92	
Shipping/Receiving Clerk	11.58	
Stock Clerk (Shelf Stocker; Store Worker II)		12.42
Store Worker I	10.37	
Tools and Parts Attendant	13.05	
Warehouse Specialist	13.05	
Mechanics and Maintenance and Repair Occupations		
Aircraft Mechanic	18.64	
Aircraft Mechanic Helper	14.73	
Aircraft Quality Control Inspector	19.50	
Aircraft Servicer	16.08	
Aircraft Worker	16.69	
Appliance Mechanic	16.55	
Bicycle Repairer	14.16	
Cable Splicer	25.82	
Carpenter, Maintenance	17.16	
Carpet Layer	18.29	
Electrician, Maintenance	20.28	
Electronics Technician, Maintenance I		17.35
Electronics Technician, Maintenance II		20.74
Electronics Technician, Maintenance III		21.57
Fabric Worker	15.29	
Fire Alarm System Mechanic	17.75	
Fire Extinguisher Repairer	14.66	
Fuel Distribution System Mechanic	17.75	
General Maintenance Worker	15.90	
Heating, Refrigeration and Air Conditioning Mechanic		17.75
Heavy Equipment Mechanic	17.75	
Heavy Equipment Operator	16.52	
Instrument Mechanic	20.41	

Laborer	10.97	
Locksmith	16.55	
Machinery Maintenance Mechanic		20.41
Machinist, Maintenance	17.75	
Maintenance Trades Helper	14.02	
Millwright	17.85	
Office Appliance Repairer	16.55	
Painter, Aircraft	16.55	
Painter, Maintenance	16.55	
Pipefitter, Maintenance	22.65	
Plumber, Maintenance	19.03	
Pneudraulic Systems Mechanic	17.75	
Rigger	17.75	
Scale Mechanic	15.90	
Sheet-Metal Worker, Maintenance		20.41
Small Engine Mechanic	15.90	
Telecommunication Mechanic I	23.47	
Telecommunication Mechanic II	24.30	
Telephone Lineman	23.47	
Welder, Combination, Maintenance	17.75	
Well Driller	20.41	
Woodcraft Worker	17.75	
Woodworker	14.66	
Miscellaneous Occupations		
Animal Caretaker	13.01	
Carnival Equipment Operator	13.69	
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Desk Clerk	11.85	
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Sales Clerk	9.23	
School Crossing Guard (Crosswalk Attendant)		11.69
Sport Official	9.42	
Survey Party Chief (Chief of Party)	14.94	
Surveying Aide	8.64	
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		11.84
Swimming Pool Operator	15.69	
Vending Machine Attendant	13.69	
Vending Machine Repairer	15.69	
Vending Machine Repairer Helper	13.69	
Personal Needs Occupations		
Child Care Attendant	10.36	
Child Care Center Clerk	13.86	
Chore Aid	11.01	
Homemaker	15.04	
Plant and System Operation Occupations		
Boiler Tender	19.63	

Sewage Plant Operator	16.76	
Stationary Engineer	19.63	
Ventilation Equipment Tender	14.02	
Water Treatment Plant Operator	16.76	
Protective Service Occupations		
Alarm Monitor	13.77	
Corrections Officer	20.82	
Court Security Officer	20.82	
Detention Officer	20.82	
Firefighter	21.51	
Guard I	12.31	
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Unexploded (UXO) Sweep Personnel		17.93
Unexploded Ordnance (UXO) Technician I		17.93

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Weather Observer, Senior (3)	13.07
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Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	11.96
Parking and Lot Attendant	10.49
Shuttle Bus Driver	12.63
Taxi Driver	10.97
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Truckdriver, Light Truck	11.48
Truckdriver, Medium Truck	11.96
Truckdriver, Tractor-Trailer	14.72

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such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

Source of Occupational Title and Descriptions:

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444

(SF 1444)}

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s)

and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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.

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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. 94-2447 (Rev. 20) dated 28 May 2002

State(s): Pennsylvania

Areas: Pennsylvania COUNTIES OF Berks, Cumberland, Dauphin,
Juniata, Lancaster, Lebanon, Mifflin, Montour,
Northumberland, Perry, Snyder, Union

WAGE DETERMINATION NO: 94-2447 REV (20) AREA: PA,HARRISBURG

WAGE DETERMINATION NO: 94-2447 REV (20) AREA: PA,HARRISBURG

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.: 1994-2447

William W.Gross Division of | Revision No.: 20

Director Wage Determinations| Date Of Last Revision: 05/28/2002

State: Pennsylvania

Area: Pennsylvania Counties of Berks, Cumberland, Dauphin, Juniata, Lancaster, Lebanon, Mifflin, Montour, Northumberland, Perry, Snyder, Union

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.64
Accounting Clerk II	12.86
Accounting Clerk III	14.82
Accounting Clerk IV	17.00
Court Reporter	11.75
Dispatcher, Motor Vehicle	12.09
Document Preparation Clerk	9.86
Duplicating Machine Operator	9.80
Film/Tape Librarian	12.22
General Clerk I	7.79
General Clerk II	8.79
General Clerk III	10.90
General Clerk IV	12.23
Housing Referral Assistant	15.63
Key Entry Operator I	9.92
Key Entry Operator II	12.75
Messenger (Courier)	8.88
Order Clerk I	11.24
Order Clerk II	14.26
Personnel Assistant (Employment) I	10.00
Personnel Assistant (Employment) II	11.24
Personnel Assistant (Employment) III	12.29
Personnel Assistant (Employment) IV	14.07
Production Control Clerk	15.65
Rental Clerk	11.76
Scheduler, Maintenance	12.22
Secretary I	12.71
Secretary II	13.95
Secretary III	15.60
Secretary IV	20.32
Secretary V	22.56

Service Order Dispatcher	12.29
Stenographer I	10.84
Stenographer II	12.74
Supply Technician	16.45
Survey Worker (Interviewer)	12.93
Switchboard Operator-Receptionist	9.86
Test Examiner	13.00
Test Proctor	13.00
Travel Clerk I	9.14
Travel Clerk II	9.58
Travel Clerk III	10.13
Word Processor I	10.37
Word Processor II	11.67
Word Processor III	13.02
Automatic Data Processing Occupations	
Computer Data Librarian	10.48
Computer Operator I	10.38
Computer Operator II	12.21
Computer Operator III	14.73
Computer Operator IV	15.75
Computer Operator V	16.95
Computer Programmer I (1)	14.87
Computer Programmer II (1)	18.18
Computer Programmer III (1)	21.67
Computer Programmer IV (1)	25.84
Computer Systems Analyst I (1)	21.46
Computer Systems Analyst II (1)	25.14
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	11.63
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	17.73
Automotive Glass Installer	16.45
Automotive Worker	16.45
Electrician, Automotive	17.16
Mobile Equipment Servicer	15.04
Motor Equipment Metal Mechanic	17.69
Motor Equipment Metal Worker	16.45
Motor Vehicle Mechanic	17.69
Motor Vehicle Mechanic Helper	14.32
Motor Vehicle Upholstery Worker	15.74
Motor Vehicle Wrecker	16.45
Painter, Automotive	17.16
Radiator Repair Specialist	16.45
Tire Repairer	14.53
Transmission Repair Specialist	17.69
Food Preparation and Service Occupations	
Baker	11.15
Cook I	9.26
Cook II	10.14
Dishwasher	7.18
Food Service Worker	8.29
Meat Cutter	12.58
Waiter/Waitress	7.73
Furniture Maintenance and Repair Occupations	

Electrostatic Spray Painter	17.16	
Furniture Handler	13.15	
Furniture Refinisher	17.16	
Furniture Refinisher Helper	14.32	
Furniture Repairer, Minor	15.74	
Upholsterer	17.76	
General Services and Support Occupations		
Cleaner, Vehicles	8.26	
Elevator Operator	9.09	
Gardener	11.72	
House Keeping Aid I	8.17	
House Keeping Aid II	9.52	
Janitor	9.09	
Laborer, Grounds Maintenance	9.24	
Maid or Houseman	7.86	
Pest Controller	12.28	
Refuse Collector	8.87	
Tractor Operator	10.54	
Window Cleaner	9.78	
Health Occupations		
Dental Assistant	10.93	
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver		11.56
Licensed Practical Nurse I	11.02	
Licensed Practical Nurse II	12.36	
Licensed Practical Nurse III	13.83	
Medical Assistant	10.75	
Medical Laboratory Technician	10.75	
Medical Record Clerk	11.24	
Medical Record Technician	12.61	
Nursing Assistant I	6.90	
Nursing Assistant II	7.76	
Nursing Assistant III	8.47	
Nursing Assistant IV	10.21	
Pharmacy Technician	11.34	
Phlebotomist	12.36	
Registered Nurse I	13.64	
Registered Nurse II	16.68	
Registered Nurse II, Specialist	16.68	
Registered Nurse III	20.19	
Registered Nurse III, Anesthetist	20.19	
Registered Nurse IV	24.21	
Information and Arts Occupations		
Audiovisual Librarian	17.36	
Exhibits Specialist I	15.97	
Exhibits Specialist II	17.36	
Exhibits Specialist III	21.23	
Illustrator I	15.97	
Illustrator II	17.36	
Illustrator III	21.23	
Librarian	19.25	
Library Technician	11.01	
Photographer I	15.73	
Photographer II	18.02	
Photographer III	19.58	

Photographer IV	23.95	
Photographer V	28.99	
Laundry, Dry Cleaning, Pressing and Related Occupations		
Assembler	7.27	
Counter Attendant	7.27	
Dry Cleaner	8.79	
Finisher, Flatwork, Machine	7.27	
Presser, Hand	7.27	
Presser, Machine, Drycleaning	7.27	
Presser, Machine, Shirts	7.27	
Presser, Machine, Wearing Apparel, Laundry		7.27
Sewing Machine Operator	9.50	
Tailor	10.28	
Washer, Machine	7.19	
Machine Tool Operation and Repair Occupations		
Machine-Tool Operator (Toolroom)		17.16
Tool and Die Maker	19.46	
Material Handling and Packing Occupations		
Forklift Operator	13.93	
Fuel Distribution System Operator		16.54
Material Coordinator	17.84	
Material Expediter	17.84	
Material Handling Laborer	15.51	
Order Filler	10.94	
Production Line Worker (Food Processing)		13.82
Shipping Packer	12.98	
Shipping/Receiving Clerk	11.86	
Stock Clerk (Shelf Stocker; Store Worker II)		12.47
Store Worker I	10.16	
Tools and Parts Attendant	12.98	
Warehouse Specialist	13.82	
Mechanics and Maintenance and Repair Occupations		
Aircraft Mechanic	17.69	
Aircraft Mechanic Helper	14.32	
Aircraft Quality Control Inspector	18.65	
Aircraft Servicer	15.74	
Aircraft Worker	16.46	
Appliance Mechanic	17.16	
Bicycle Repairer	14.53	
Cable Splicer	22.37	
Carpenter, Maintenance	17.60	
Carpet Layer	16.45	
Electrician, Maintenance	17.47	
Electronics Technician, Maintenance I		14.85
Electronics Technician, Maintenance II		18.93
Electronics Technician, Maintenance III		21.69
Fabric Worker	15.74	
Fire Alarm System Mechanic	17.85	
Fire Extinguisher Repairer	15.04	
Fuel Distribution System Mechanic	19.46	
General Maintenance Worker	16.46	
Heating, Refrigeration and Air Conditioning Mechanic		17.69
Heavy Equipment Mechanic	17.69	
Heavy Equipment Operator	17.69	

Instrument Mechanic	17.85	
Laborer	11.67	
Locksmith	17.16	
Machinery Maintenance Mechanic		18.19
Machinist, Maintenance	18.13	
Maintenance Trades Helper	14.32	
Millwright	18.80	
Office Appliance Repairer	17.16	
Painter, Aircraft	17.16	
Painter, Maintenance	17.16	
Pipefitter, Maintenance	19.27	
Plumber, Maintenance	18.14	
Pneudraulic Systems Mechanic	17.85	
Rigger	17.85	
Scale Mechanic	16.45	
Sheet-Metal Worker, Maintenance		19.25
Small Engine Mechanic	16.45	
Telecommunication Mechanic I	17.69	
Telecommunication Mechanic II	18.39	
Telephone Lineman	17.85	
Welder, Combination, Maintenance		17.69
Well Driller	17.85	
Woodcraft Worker	17.85	
Woodworker	15.04	
Miscellaneous Occupations		
Animal Caretaker	9.46	
Carnival Equipment Operator		8.42
Carnival Equipment Repairer		9.26
Carnival Worker	7.18	
Cashier	6.90	
Desk Clerk	7.56	
Embalmer	17.93	
Lifeguard	7.54	
Mortician	16.57	
Park Attendant (Aide)	9.46	
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		7.28
Recreation Specialist	9.29	
Recycling Worker	10.89	
Sales Clerk	7.56	
School Crossing Guard (Crosswalk Attendant)		7.18
Sport Official	6.57	
Survey Party Chief (Chief of Party)		12.24
Surveying Aide	8.38	
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		10.78
Swimming Pool Operator	12.83	
Vending Machine Attendant	11.15	
Vending Machine Repairer	12.83	
Vending Machine Repairer Helper	11.15	
Personal Needs Occupations		
Child Care Attendant	8.01	
Child Care Center Clerk	11.37	
Chore Aid	8.37	
Homemaker	11.73	
Plant and System Operation Occupations		

Boiler Tender	17.69	
Sewage Plant Operator	17.16	
Stationary Engineer	17.69	
Ventilation Equipment Tender	14.32	
Water Treatment Plant Operator	17.50	
Protective Service Occupations		
Alarm Monitor	10.21	
Corrections Officer	18.18	
Court Security Officer	18.18	
Detention Officer	18.18	
Firefighter	19.02	
Guard I	8.28	
Guard II	11.85	
Police Officer	20.96	
Stevedoring/Longshoremen Occupations		
Blocker and Bracer	16.23	
Hatch Tender	16.23	
Line Handler	16.23	
Stevedore I	14.58	
Stevedore II	17.03	
Technical Occupations		
Air Traffic Control Specialist, Center (2)	28.21	
Air Traffic Control Specialist, Station (2)	19.46	
Air Traffic Control Specialist, Terminal (2)	21.43	
Archeological Technician I	12.52	
Archeological Technician II	14.03	
Archeological Technician III	17.36	
Cartographic Technician	16.89	
Civil Engineering Technician	18.18	
Computer Based Training (CBT) Specialist/ Instructor		20.78
Drafter I	12.32	
Drafter II	13.61	
Drafter III	15.97	
Drafter IV	17.36	
Engineering Technician I	13.88	
Engineering Technician II	15.58	
Engineering Technician III	17.42	
Engineering Technician IV	21.59	
Engineering Technician V	26.40	
Engineering Technician VI	31.93	
Environmental Technician	16.60	
Flight Simulator/Instructor (Pilot)	25.14	
Graphic Artist	18.23	
Instructor	18.88	
Laboratory Technician	15.52	
Mathematical Technician	17.36	
Paralegal/Legal Assistant I	13.20	
Paralegal/Legal Assistant II	17.54	
Paralegal/Legal Assistant III	21.47	
Paralegal/Legal Assistant IV	25.97	
Photooptics Technician	20.12	
Technical Writer	19.70	
Unexploded (UXO) Safety Escort		17.93
Unexploded (UXO) Sweep Personnel		17.93

Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	13.34
Weather Observer, Senior (3)	16.19
Weather Observer, Upper Air (3)	13.34
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	11.76
Parking and Lot Attendant	8.69
Shuttle Bus Driver	11.35
Taxi Driver	8.64
Truckdriver, Heavy Truck	18.66
Truckdriver, Light Truck	11.35
Truckdriver, Medium Truck	12.73
Truckdriver, Tractor-Trailer	18.66

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

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

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees

possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

Source of Occupational Title and Descriptions:

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444

(SF 1444)}

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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.

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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. 94-2449 (Rev. 15) dated 7 June 2002

State(s): New Jersey, Pennsylvania
Areas: New Jersey COUNTIES OF Burlington, Camden,
Gloucester
Pennsylvania COUNTIES OF Bucks, Chester, Delaware,
Lehigh, Montgomery, Northampton, Philadelphia

WAGE DETERMINATION NO: 94-2449 REV (15) AREA: PA,PHILADELPHIA

WAGE DETERMINATION NO: 94-2449 REV (15) AREA: PA,PHILADELPHIA

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.: 1994-2449

William W.Gross Division of | Revision No.: 15

Director Wage Determinations| Date Of Last Revision: 06/07/2002

States: New Jersey, Pennsylvania

Area: New Jersey Counties of Burlington, Camden, Gloucester

Pennsylvania Counties of Bucks, Chester, Delaware, Lehigh, Montgomery, Northampton, Philadelphia

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.63
Accounting Clerk II	11.72
Accounting Clerk III	14.02
Accounting Clerk IV	16.35
Court Reporter	15.41
Dispatcher, Motor Vehicle	15.41
Document Preparation Clerk	12.41
Duplicating Machine Operator	11.72
Film/Tape Librarian	13.48
General Clerk I	8.94
General Clerk II	11.18
General Clerk III	11.72
General Clerk IV	14.02
Housing Referral Assistant	17.29
Key Entry Operator I	11.04
Key Entry Operator II	13.69
Messenger (Courier)	9.22
Order Clerk I	10.68
Order Clerk II	14.25
Personnel Assistant (Employment) I	11.72
Personnel Assistant (Employment) II	14.02
Personnel Assistant (Employment) III	15.41
Personnel Assistant (Employment) IV	16.81
Production Control Clerk	16.81
Rental Clerk	14.02
Scheduler, Maintenance	14.02
Secretary I	14.02
Secretary II	15.37
Secretary III	17.95
Secretary IV	18.87
Secretary V	21.31

Service Order Dispatcher	14.02
Stenographer I	15.41
Stenographer II	16.69
Supply Technician	18.87
Survey Worker (Interviewer)	12.88
Switchboard Operator-Receptionist	12.55
Test Examiner	15.37
Test Proctor	15.37
Travel Clerk I	10.46
Travel Clerk II	10.96
Travel Clerk III	11.66
Word Processor I	12.11
Word Processor II	13.53
Word Processor III	15.17
Automatic Data Processing Occupations	
Computer Data Librarian	12.02
Computer Operator I	13.40
Computer Operator II	16.01
Computer Operator III	21.13
Computer Operator IV	24.60
Computer Operator V	27.23
Computer Programmer I (1)	19.34
Computer Programmer II (1)	21.92
Computer Programmer III (1)	26.95
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	26.79
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.40
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	20.50
Automotive Glass Installer	16.61
Automotive Worker	18.04
Electrician, Automotive	18.72
Mobile Equipment Servicer	16.74
Motor Equipment Metal Mechanic	19.36
Motor Equipment Metal Worker	18.04
Motor Vehicle Mechanic	18.81
Motor Vehicle Mechanic Helper	15.89
Motor Vehicle Upholstery Worker	17.36
Motor Vehicle Wrecker	18.04
Painter, Automotive	18.72
Radiator Repair Specialist	18.04
Tire Repairer	14.89
Transmission Repair Specialist	19.36
Food Preparation and Service Occupations	
Baker	11.84
Cook I	11.01
Cook II	11.84
Dishwasher	9.24
Food Service Worker	9.98
Meat Cutter	13.71
Waiter/Waitress	9.70
Furniture Maintenance and Repair Occupations	

Electrostatic Spray Painter	17.64	
Furniture Handler	13.60	
Furniture Refinisher	17.65	
Furniture Refinisher Helper	14.99	
Furniture Repairer, Minor	16.31	
Upholsterer	17.65	
General Services and Support Occupations		
Cleaner, Vehicles	10.16	
Elevator Operator	10.91	
Gardener	11.50	
House Keeping Aid I	9.60	
House Keeping Aid II	10.81	
Janitor	10.91	
Laborer, Grounds Maintenance	11.51	
Maid or Houseman	9.76	
Pest Controller	13.28	
Refuse Collector	10.63	
Tractor Operator	12.11	
Window Cleaner	11.21	
Health Occupations		
Dental Assistant	13.28	
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver		12.07
Licensed Practical Nurse I	11.81	
Licensed Practical Nurse II	12.68	
Licensed Practical Nurse III	14.19	
Medical Assistant	10.55	
Medical Laboratory Technician	11.61	
Medical Record Clerk	11.61	
Medical Record Technician	13.89	
Nursing Assistant I	8.51	
Nursing Assistant II	9.58	
Nursing Assistant III	10.23	
Nursing Assistant IV	11.00	
Pharmacy Technician	12.50	
Phlebotomist	11.61	
Registered Nurse I	17.57	
Registered Nurse II	24.65	
Registered Nurse II, Specialist	25.94	
Registered Nurse III	31.01	
Registered Nurse III, Anesthetist	31.01	
Registered Nurse IV	37.17	
Information and Arts Occupations		
Audiovisual Librarian	19.79	
Exhibits Specialist I	16.50	
Exhibits Specialist II	23.77	
Exhibits Specialist III	29.05	
Illustrator I	18.95	
Illustrator II	27.28	
Illustrator III	33.33	
Librarian	24.84	
Library Technician	13.37	
Photographer I	15.12	
Photographer II	16.50	
Photographer III	23.77	

Photographer IV	29.07	
Photographer V	36.35	
Laundry, Dry Cleaning, Pressing and Related Occupations		
Assembler	7.44	
Counter Attendant	7.44	
Dry Cleaner	9.86	
Finisher, Flatwork, Machine	7.44	
Presser, Hand	7.44	
Presser, Machine, Drycleaning	7.44	
Presser, Machine, Shirts	7.44	
Presser, Machine, Wearing Apparel, Laundry		7.44
Sewing Machine Operator	10.63	
Tailor	11.41	
Washer, Machine	8.24	
Machine Tool Operation and Repair Occupations		
Machine-Tool Operator (Toolroom)		17.37
Tool and Die Maker	20.80	
Material Handling and Packing Occupations		
Forklift Operator	14.25	
Fuel Distribution System Operator		16.79
Material Coordinator	17.10	
Material Expediter	17.10	
Material Handling Laborer		13.92
Order Filler	13.22	
Production Line Worker (Food Processing)		15.75
Shipping Packer	13.36	
Shipping/Receiving Clerk	13.10	
Stock Clerk (Shelf Stocker; Store Worker II)		14.88
Store Worker I	12.32	
Tools and Parts Attendant	14.55	
Warehouse Specialist	15.75	
Mechanics and Maintenance and Repair Occupations		
Aircraft Mechanic	20.96	
Aircraft Mechanic Helper	17.15	
Aircraft Quality Control Inspector	22.48	
Aircraft Servicer	18.66	
Aircraft Worker	19.42	
Appliance Mechanic	17.65	
Bicycle Repairer	15.11	
Cable Splicer	19.23	
Carpenter, Maintenance	19.82	
Carpet Layer	18.65	
Electrician, Maintenance	20.05	
Electronics Technician, Maintenance I		19.08
Electronics Technician, Maintenance II		24.83
Electronics Technician, Maintenance III		25.65
Fabric Worker	17.58	
Fire Alarm System Mechanic	19.01	
Fire Extinguisher Repairer	16.40	
Fuel Distribution System Mechanic	20.56	
General Maintenance Worker	17.66	
Heating, Refrigeration and Air Conditioning Mechanic		21.06
Heavy Equipment Mechanic	18.56	
Heavy Equipment Operator	20.14	

Instrument Mechanic	19.01	
Laborer	12.97	
Locksmith	17.65	
Machinery Maintenance Mechanic		18.31
Machinist, Maintenance	18.94	
Maintenance Trades Helper	14.99	
Millwright	19.01	
Office Appliance Repairer	18.34	
Painter, Aircraft	17.65	
Painter, Maintenance	17.65	
Pipefitter, Maintenance	23.01	
Plumber, Maintenance	20.30	
Pneudraulic Systems Mechanic	19.01	
Rigger	19.01	
Scale Mechanic	17.66	
Sheet-Metal Worker, Maintenance		18.85
Small Engine Mechanic	17.08	
Telecommunication Mechanic I	19.01	
Telecommunication Mechanic II	20.10	
Telephone Lineman	19.01	
Welder, Combination, Maintenance		19.01
Well Driller	18.97	
Woodcraft Worker	19.01	
Woodworker	16.42	
Miscellaneous Occupations		
Animal Caretaker	10.12	
Carnival Equipment Operator	10.53	
Carnival Equipment Repairer	10.98	
Carnival Worker	9.24	
Cashier	9.69	
Desk Clerk	11.83	
Embalmer	25.40	
Lifeguard	10.54	
Mortician	25.40	
Park Attendant (Aide)	13.24	
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		11.90
Recreation Specialist	16.83	
Recycling Worker	12.42	
Sales Clerk	10.54	
School Crossing Guard (Crosswalk Attendant)		9.24
Sport Official	10.54	
Survey Party Chief (Chief of Party)	15.77	
Surveying Aide	9.36	
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		14.34
Swimming Pool Operator	14.24	
Vending Machine Attendant	13.14	
Vending Machine Repairer	14.23	
Vending Machine Repairer Helper	13.14	
Personal Needs Occupations		
Child Care Attendant	11.83	
Child Care Center Clerk	14.75	
Chore Aid	8.85	
Homemaker	14.58	
Plant and System Operation Occupations		

Boiler Tender	20.14	
Sewage Plant Operator	18.81	
Stationary Engineer	20.14	
Ventilation Equipment Tender	15.75	
Water Treatment Plant Operator	17.99	
Protective Service Occupations		
Alarm Monitor	15.36	
Corrections Officer	17.83	
Court Security Officer	20.30	
Detention Officer	18.45	
Firefighter	20.30	
Guard I	9.32	
Guard II	15.08	
Police Officer	21.08	
Stevedoring/Longshoremen Occupations		
Blocker and Bracer	17.66	
Hatch Tender	17.66	
Line Handler	17.66	
Stevedore I	16.28	
Stevedore II	17.68	
Technical Occupations		
Air Traffic Control Specialist, Center (2)	29.12	
Air Traffic Control Specialist, Station (2)	20.08	
Air Traffic Control Specialist, Terminal (2)	22.11	
Archeological Technician I	17.16	
Archeological Technician II	19.21	
Archeological Technician III	23.81	
Cartographic Technician	27.34	
Civil Engineering Technician	23.77	
Computer Based Training (CBT) Specialist/ Instructor		26.79
Drafter I	12.73	
Drafter II	15.14	
Drafter III	16.97	
Drafter IV	23.81	
Engineering Technician I	14.22	
Engineering Technician II	15.97	
Engineering Technician III	20.81	
Engineering Technician IV	25.33	
Engineering Technician V	30.83	
Engineering Technician VI	34.27	
Environmental Technician	19.44	
Flight Simulator/Instructor (Pilot)	27.62	
Graphic Artist	22.02	
Instructor	22.85	
Laboratory Technician	18.37	
Mathematical Technician	23.81	
Paralegal/Legal Assistant I	15.67	
Paralegal/Legal Assistant II	17.87	
Paralegal/Legal Assistant III	19.58	
Paralegal/Legal Assistant IV	21.37	
Photooptics Technician	21.66	
Technical Writer	26.20	
Unexploded (UXO) Safety Escort	18.51	
Unexploded (UXO) Sweep Personnel	18.51	

Unexploded Ordnance (UXO) Technician I	18.51
Unexploded Ordnance (UXO) Technician II	22.39
Unexploded Ordnance (UXO) Technician III	26.84
Weather Observer, Combined Upper Air and Surface Programs (3)	16.72
Weather Observer, Senior (3)	18.59
Weather Observer, Upper Air	16.72
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	17.42
Parking and Lot Attendant	9.58
Shuttle Bus Driver	13.49
Taxi Driver	10.92
Truckdriver, Heavy Truck	19.91
Truckdriver, Light Truck	13.78
Truckdriver, Medium Truck	19.16
Truckdriver, Tractor-Trailer	19.91

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

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

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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 ****

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(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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.

WAGE DETERMINATION DECISION
OF THE SECRETARY OF LABOR

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

Decision No. 94-2451 (Rev. 22) dated 28 May 2002

State(s): Ohio, Pennsylvania

Areas: Ohio COUNTIES OF Belmont, Harrison, Jefferson, Tuscarawas

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

WAGE DETERMINATION NO: 94-2451 REV (22) AREA: PA,PITTSBURGH

WAGE DETERMINATION NO: 94-2451 REV (22) AREA: PA,PITTSBURGH

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2451

William W.Gross Division of | Revision No.: 22

Director Wage Determinations| Date Of Last Revision: 05/28/2002

States: Ohio, Pennsylvania

Area: Ohio Counties of Belmont, Harrison, Jefferson, Tuscarawas

Pennsylvania Counties of Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset, Venango, Warren, Washington, Westmoreland

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	11.00
Accounting Clerk II	12.04
Accounting Clerk III	14.97
Accounting Clerk IV	20.33
Court Reporter	14.69
Dispatcher, Motor Vehicle	11.83
Document Preparation Clerk	11.66
Duplicating Machine Operator	10.49
Film/Tape Librarian	12.05
General Clerk I	7.76
General Clerk II	8.66
General Clerk III	10.69
General Clerk IV	13.35
Housing Referral Assistant	15.93
Key Entry Operator I	9.14
Key Entry Operator II	11.13
Messenger (Courier)	8.74
Order Clerk I	11.97
Order Clerk II	14.31
Personnel Assistant (Employment) I	12.33
Personnel Assistant (Employment) II	13.75
Personnel Assistant (Employment) III	14.39
Personnel Assistant (Employment) IV	17.80
Production Control Clerk	16.30
Rental Clerk	12.05
Scheduler, Maintenance	13.55
Secretary I	13.55
Secretary II	13.82
Secretary III	15.93

Secretary IV	18.17
Secretary V	20.13
Service Order Dispatcher	12.05
Stenographer I	12.79
Stenographer II	14.30
Supply Technician	18.17
Survey Worker (Interviewer)	11.51
Switchboard Operator-Receptionist	9.63
Test Examiner	12.94
Test Proctor	12.94
Travel Clerk I	10.17
Travel Clerk II	10.90
Travel Clerk III	11.71
Word Processor I	11.61
Word Processor II	15.43
Word Processor III	16.54
Automatic Data Processing Occupations	
Computer Data Librarian	11.81
Computer Operator I	11.76
Computer Operator II	12.91
Computer Operator III	18.29
Computer Operator IV	20.32
Computer Operator V	22.49
Computer Programmer I (1)	18.47
Computer Programmer II (1)	21.00
Computer Programmer III (1)	25.20
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	19.57
Computer Systems Analyst II (1)	24.98
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.96
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	16.80
Automotive Glass Installer	15.60
Automotive Worker	15.60
Electrician, Automotive	16.22
Mobile Equipment Servicer	14.46
Motor Equipment Metal Mechanic	16.80
Motor Equipment Metal Worker	15.60
Motor Vehicle Mechanic	17.06
Motor Vehicle Mechanic Helper	13.89
Motor Vehicle Upholstery Worker	15.03
Motor Vehicle Wrecker	15.60
Painter, Automotive	16.22
Radiator Repair Specialist	15.60
Tire Repairer	13.96
Transmission Repair Specialist	16.80
Food Preparation and Service Occupations	
Baker	10.98
Cook I	10.16
Cook II	10.98
Dishwasher	8.33
Food Service Worker	8.37
Meat Cutter	11.08

Waiter/Waitress	8.86	
Furniture Maintenance and Repair Occupations		
Electrostatic Spray Painter	16.22	
Furniture Handler	12.62	
Furniture Refinisher	16.22	
Furniture Refinisher Helper	13.89	
Furniture Repairer, Minor	15.03	
Upholsterer	16.22	
General Services and Support Occupations		
Cleaner, Vehicles	8.44	
Elevator Operator	11.02	
Gardener	10.36	
House Keeping Aid I	8.93	
House Keeping Aid II	9.58	
Janitor	11.02	
Laborer, Grounds Maintenance	9.03	
Maid or Houseman	8.93	
Pest Controller	12.21	
Refuse Collector	11.02	
Tractor Operator	9.97	
Window Cleaner	11.72	
Health Occupations		
Dental Assistant	10.93	
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93	10.93
Licensed Practical Nurse I	12.06	
Licensed Practical Nurse II	13.55	
Licensed Practical Nurse III	15.15	
Medical Assistant	10.66	
Medical Laboratory Technician	12.93	
Medical Record Clerk	11.24	
Medical Record Technician	13.54	
Nursing Assistant I	7.93	
Nursing Assistant II	8.92	
Nursing Assistant III	9.73	
Nursing Assistant IV	10.92	
Pharmacy Technician	12.19	
Phlebotomist	12.93	
Registered Nurse I	19.16	
Registered Nurse II	20.13	
Registered Nurse II, Specialist	22.06	
Registered Nurse III	27.85	
Registered Nurse III, Anesthetist	27.85	
Registered Nurse IV	29.35	
Information and Arts Occupations		
Audiovisual Librarian	16.54	
Exhibits Specialist I	20.46	
Exhibits Specialist II	26.07	
Exhibits Specialist III	28.16	
Illustrator I	17.66	
Illustrator II	22.51	
Illustrator III	24.32	
Librarian	24.58	
Library Technician	13.89	
Photographer I	13.80	

Photographer II	16.58	
Photographer III	21.13	
Photographer IV	22.83	
Photographer V	27.60	
Laundry, Dry Cleaning, Pressing and Related Occupations		
Assembler	8.25	
Counter Attendant	8.25	
Dry Cleaner	10.11	
Finisher, Flatwork, Machine	8.25	
Presser, Hand	8.25	
Presser, Machine, Drycleaning	8.25	
Presser, Machine, Shirts	8.25	
Presser, Machine, Wearing Apparel, Laundry		8.25
Sewing Machine Operator	10.80	
Tailor	11.48	
Washer, Machine	8.94	
Machine Tool Operation and Repair Occupations		
Machine-Tool Operator (Toolroom)		16.21
Tool and Die Maker	22.76	
Material Handling and Packing Occupations		
Forklift Operator	13.68	
Fuel Distribution System Operator		16.62
Material Coordinator	16.89	
Material Expediter	16.89	
Material Handling Laborer	15.05	
Order Filler	13.89	
Production Line Worker (Food Processing)		13.61
Shipping Packer	13.03	
Shipping/Receiving Clerk	12.80	
Stock Clerk (Shelf Stocker; Store Worker II)		13.82
Store Worker I	10.91	
Tools and Parts Attendant	13.61	
Warehouse Specialist	13.61	
Mechanics and Maintenance and Repair Occupations		
Aircraft Mechanic	17.58	
Aircraft Mechanic Helper	13.89	
Aircraft Quality Control Inspector	18.15	
Aircraft Servicer	15.38	
Aircraft Worker	16.21	
Appliance Mechanic	16.22	
Bicycle Repairer	13.96	
Cable Splicer	21.69	
Carpenter, Maintenance	16.89	
Carpet Layer	17.94	
Electrician, Maintenance	20.17	
Electronics Technician, Maintenance I		18.40
Electronics Technician, Maintenance II		21.70
Electronics Technician, Maintenance III		23.74
Fabric Worker	15.03	
Fire Alarm System Mechanic	17.58	
Fire Extinguisher Repairer	14.50	
Fuel Distribution System Mechanic	19.32	
General Maintenance Worker	15.60	
Heating, Refrigeration and Air Conditioning Mechanic		16.80

Heavy Equipment Mechanic	16.80	
Heavy Equipment Operator	16.80	
Instrument Mechanic	17.58	
Laborer	13.37	
Locksmith	16.96	
Machinery Maintenance Mechanic	17.61	
Machinist, Maintenance	18.41	
Maintenance Trades Helper	13.89	
Millwright	18.73	
Office Appliance Repairer	16.96	
Painter, Aircraft	16.22	
Painter, Maintenance	17.50	
Pipefitter, Maintenance	22.74	
Plumber, Maintenance	18.65	
Pneudraulic Systems Mechanic	17.58	
Rigger	17.58	
Scale Mechanic	16.21	
Sheet-Metal Worker, Maintenance	18.05	
Small Engine Mechanic	15.60	
Telecommunication Mechanic I	16.80	
Telecommunication Mechanic II	17.25	
Telephone Lineman	17.58	
Welder, Combination, Maintenance	16.81	
Well Driller	16.80	
Woodcraft Worker	16.80	
Woodworker	14.45	
Miscellaneous Occupations		
Animal Caretaker	9.38	
Carnival Equipment Operator	9.78	
Carnival Equipment Repairer	10.16	
Carnival Worker	8.33	
Cashier	7.10	
Desk Clerk	7.70	
Embalmer	18.08	
Lifeguard	8.10	
Mortician	18.12	
Park Attendant (Aide)	10.17	
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		8.10
Recreation Specialist	12.61	
Recycling Worker	12.94	
Sales Clerk	8.10	
School Crossing Guard (Crosswalk Attendant)		8.33
Sport Official	7.04	
Survey Party Chief (Chief of Party)	13.02	
Surveying Aide	7.75	
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		11.83
Swimming Pool Operator	14.57	
Vending Machine Attendant	12.94	
Vending Machine Repairer	14.57	
Vending Machine Repairer Helper	12.94	
Personal Needs Occupations		
Child Care Attendant	9.40	
Child Care Center Clerk	8.86	
Chore Aid	8.92	

Homemaker	10.89	
Plant and System Operation Occupations		
Boiler Tender	18.89	
Sewage Plant Operator	16.70	
Stationary Engineer	18.89	
Ventilation Equipment Tender	13.89	
Water Treatment Plant Operator	16.22	
Protective Service Occupations		
Alarm Monitor	12.51	
Corrections Officer	19.31	
Court Security Officer	19.31	
Detention Officer	19.31	
Firefighter	18.26	
Guard I	8.23	
Guard II	13.33	
Police Officer	22.56	
Stevedoring/Longshoremen Occupations		
Blocker and Bracer	16.21	
Hatch Tender	16.21	
Line Handler	16.21	
Stevedore I	14.69	
Stevedore II	15.86	
Technical Occupations		
Air Traffic Control Specialist, Center (2)	28.44	
Air Traffic Control Specialist, Station (2)	19.61	
Air Traffic Control Specialist, Terminal (2)	21.60	
Archeological Technician I	14.84	
Archeological Technician II	16.62	
Archeological Technician III	20.55	
Cartographic Technician	20.32	
Civil Engineering Technician	19.74	
Computer Based Training (CBT) Specialist/ Instructor		24.32
Drafter I	12.82	
Drafter II	16.27	
Drafter III	19.55	
Drafter IV	25.09	
Engineering Technician I	16.04	
Engineering Technician II	18.03	
Engineering Technician III	20.95	
Engineering Technician IV	23.96	
Engineering Technician V	27.44	
Engineering Technician VI	33.17	
Environmental Technician	17.43	
Flight Simulator/Instructor (Pilot)	27.44	
Graphic Artist	18.69	
Instructor	21.53	
Laboratory Technician	18.37	
Mathematical Technician	23.06	
Paralegal/Legal Assistant I	14.45	
Paralegal/Legal Assistant II	18.81	
Paralegal/Legal Assistant III	22.27	
Paralegal/Legal Assistant IV	22.93	
Photooptics Technician	20.05	
Technical Writer	21.39	

Unexploded (UXO) Safety Escort	18.08
Unexploded (UXO) Sweep Personnel	18.08
Unexploded Ordnance (UXO) Technician I	18.08
Unexploded Ordnance (UXO) Technician II	21.87
Unexploded Ordnance (UXO) Technician III	26.22
Weather Observer, Combined Upper Air and Surface Programs (3)	18.24
Weather Observer, Senior (3)	19.09
Weather Observer, Upper Air (3)	18.24
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	17.12
Parking and Lot Attendant	8.33
Shuttle Bus Driver	14.50
Taxi Driver	9.93
Truckdriver, Heavy Truck	16.14
Truckdriver, Light Truck	13.51
Truckdriver, Medium Truck	15.75
Truckdriver, Tractor-Trailer	16.46

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

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

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

Source of Occupational Title and Descriptions:

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444

(SF 1444)}

Conformance Process:

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

conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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.

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8

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. 17) dated 29 May 2002

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 (17) AREA: PA,SCRANTON

WAGE DETERMINATION NO: 94-2453 REV (17) 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.: 17

Director Wage Determinations| Date Of Last Revision: 05/29/2002

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 TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.93
Accounting Clerk II	11.11
Accounting Clerk III	12.76
Accounting Clerk IV	14.33
Court Reporter	11.24
Dispatcher, Motor Vehicle	10.02
Document Preparation Clerk	10.10
Duplicating Machine Operator	10.10
Film/Tape Librarian	9.87
General Clerk I	8.29
General Clerk II	10.66
General Clerk III	11.63
General Clerk IV	14.73
Housing Referral Assistant	13.63
Key Entry Operator I	8.76
Key Entry Operator II	10.29
Messenger (Courier)	8.41
Order Clerk I	11.07
Order Clerk II	14.16
Personnel Assistant (Employment) I	9.27
Personnel Assistant (Employment) II	11.74
Personnel Assistant (Employment) III	12.97
Personnel Assistant (Employment) IV	14.66
Production Control Clerk	14.05
Rental Clerk	8.97
Scheduler, Maintenance	9.93
Secretary I	9.93
Secretary II	11.31
Secretary III	13.63
Secretary IV	14.86
Secretary V	16.49

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Attachment J.13.

Service Order Dispatcher	10.01
Stenographer I	9.44
Stenographer II	11.01
Supply Technician	13.25
Survey Worker (Interviewer)	10.22
Switchboard Operator-Receptionist	8.62
Test Examiner	11.31
Test Proctor	11.31
Travel Clerk I	9.77
Travel Clerk II	10.24
Travel Clerk III	10.93
Word Processor I	8.77
Word Processor II	10.95
Word Processor III	12.25
Automatic Data Processing Occupations	
Computer Data Librarian	10.81
Computer Operator I	11.25
Computer Operator II	12.65
Computer Operator III	15.27
Computer Operator IV	15.92
Computer Operator V	17.66
Computer Programmer I (1)	12.85
Computer Programmer II (1)	15.60
Computer Programmer III (1)	19.36
Computer Programmer IV (1)	23.19
Computer Systems Analyst I (1)	21.91
Computer Systems Analyst II (1)	25.63
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	12.43
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	14.23
Automotive Glass Installer	13.29
Automotive Worker	13.29
Electrician, Automotive	13.81
Mobile Equipment Servicer	12.41
Motor Equipment Metal Mechanic	14.23
Motor Equipment Metal Worker	13.29
Motor Vehicle Mechanic	14.23
Motor Vehicle Mechanic Helper	11.95
Motor Vehicle Upholstery Worker	12.85
Motor Vehicle Wrecker	13.29
Painter, Automotive	13.81
Radiator Repair Specialist	13.30
Tire Repairer	11.99
Transmission Repair Specialist	14.23
Food Preparation and Service Occupations	
Baker	10.12
Cook I	9.47
Cook II	10.12
Dishwasher	8.09
Food Service Worker	8.09
Meat Cutter	10.12
Waiter/Waitress	8.41
Furniture Maintenance and Repair Occupations	

Electrostatic Spray Painter	13.81	
Furniture Handler	12.58	
Furniture Refinisher	15.19	
Furniture Refinisher Helper	13.15	
Furniture Repairer, Minor	14.09	
Upholsterer	13.81	
General Services and Support Occupations		
Cleaner, Vehicles	8.28	
Elevator Operator	8.83	
Gardener	9.88	
House Keeping Aid I	7.77	
House Keeping Aid II	8.83	
Janitor	8.83	
Laborer, Grounds Maintenance	8.95	
Maid or Houseman	7.77	
Pest Controller	10.28	
Refuse Collector	9.28	
Tractor Operator	9.65	
Window Cleaner	9.64	
Health Occupations		
Dental Assistant	11.48	
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver		11.48
Licensed Practical Nurse I	11.56	
Licensed Practical Nurse II	12.98	
Licensed Practical Nurse III	12.98	
Medical Assistant	10.27	
Medical Laboratory Technician	12.98	
Medical Record Clerk	10.26	
Medical Record Technician	14.22	
Nursing Assistant I	8.12	
Nursing Assistant II	9.13	
Nursing Assistant III	9.96	
Nursing Assistant IV	11.18	
Pharmacy Technician	12.97	
Phlebotomist	12.98	
Registered Nurse I	15.47	
Registered Nurse II	18.91	
Registered Nurse II, Specialist	18.91	
Registered Nurse III	22.88	
Registered Nurse III, Anesthetist	22.88	
Registered Nurse IV	27.43	
Information and Arts Occupations		
Audiovisual Librarian	13.42	
Exhibits Specialist I	13.38	
Exhibits Specialist II	18.21	
Exhibits Specialist III	20.48	
Illustrator I	13.38	
Illustrator II	18.08	
Illustrator III	20.48	
Librarian	18.40	
Library Technician	11.24	
Photographer I	12.03	
Photographer II	13.89	
Photographer III	18.91	

Photographer IV	23.39	
Photographer V	28.31	
Laundry, Dry Cleaning, Pressing and Related Occupations		
Assembler	7.87	
Counter Attendant	7.87	
Dry Cleaner	9.86	
Finisher, Flatwork, Machine	7.87	
Presser, Hand	7.87	
Presser, Machine, Drycleaning	7.87	
Presser, Machine, Shirts	7.87	
Presser, Machine, Wearing Apparel, Laundry		7.87
Sewing Machine Operator	10.63	
Tailor	11.41	
Washer, Machine	8.24	
Machine Tool Operation and Repair Occupations		
Machine-Tool Operator (Toolroom)		14.57
Tool and Die Maker	16.38	
Material Handling and Packing Occupations		
Forklift Operator	13.42	
Fuel Distribution System Operator		14.00
Material Coordinator	14.75	
Material Expediter	14.75	
Material Handling Laborer	12.20	
Order Filler	10.45	
Production Line Worker (Food Processing)		13.08
Shipping Packer	11.54	
Shipping/Receiving Clerk	10.49	
Stock Clerk (Shelf Stocker; Store Worker II)		12.94
Store Worker I	11.30	
Tools and Parts Attendant	14.63	
Warehouse Specialist	14.63	
Mechanics and Maintenance and Repair Occupations		
Aircraft Mechanic	15.65	
Aircraft Mechanic Helper	13.15	
Aircraft Quality Control Inspector	16.13	
Aircraft Servicer	14.09	
Aircraft Worker	14.56	
Appliance Mechanic	15.19	
Bicycle Repairer	12.38	
Cable Splicer	18.00	
Carpenter, Maintenance	15.88	
Carpet Layer	14.56	
Electrician, Maintenance	18.94	
Electronics Technician, Maintenance I	17.73	
Electronics Technician, Maintenance II	18.66	
Electronics Technician, Maintenance III	20.61	
Fabric Worker	12.81	
Fire Alarm System Mechanic	15.65	
Fire Extinguisher Repairer	13.62	
Fuel Distribution System Mechanic	15.65	
General Maintenance Worker	13.52	
Heating, Refrigeration and Air Conditioning Mechanic		15.17
Heavy Equipment Mechanic	14.97	
Heavy Equipment Operator	16.38	

Instrument Mechanic	16.38	
Laborer	10.23	
Locksmith	15.19	
Machinery Maintenance Mechanic	15.35	
Machinist, Maintenance	14.89	
Maintenance Trades Helper	13.15	
Millwright	18.00	
Office Appliance Repairer	16.71	
Painter, Aircraft	15.53	
Painter, Maintenance	16.44	
Pipefitter, Maintenance	17.37	
Plumber, Maintenance	16.97	
Pneudraulic Systems Mechanic	15.65	
Rigger	15.65	
Scale Mechanic	14.56	
Sheet-Metal Worker, Maintenance	16.64	
Small Engine Mechanic	15.23	
Telecommunication Mechanic I	16.90	
Telecommunication Mechanic II	17.40	
Telephone Lineman	16.90	
Welder, Combination, Maintenance	14.23	
Well Driller	15.65	
Woodcraft Worker	15.65	
Woodworker	12.73	
Miscellaneous Occupations		
Animal Caretaker	8.75	
Carnival Equipment Operator	9.07	
Carnival Equipment Repairer	9.47	
Carnival Worker	8.09	
Cashier	6.70	
Desk Clerk	8.22	
Embalmer	19.02	
Lifeguard	9.26	
Mortician	17.39	
Park Attendant (Aide)	11.63	
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.67	
Recreation Specialist	11.36	
Recycling Worker	11.47	
Sales Clerk	8.32	
School Crossing Guard (Crosswalk Attendant)	8.09	
Sport Official	8.05	
Survey Party Chief (Chief of Party)	12.69	
Surveying Aide	8.48	
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.54	
Swimming Pool Operator	11.13	
Vending Machine Attendant	9.98	
Vending Machine Repairer	11.13	
Vending Machine Repairer Helper	9.98	
Personal Needs Occupations		
Child Care Attendant	8.22	
Child Care Center Clerk	10.24	
Chore Aid	8.22	
Homemaker	12.03	
Plant and System Operation Occupations		
DACA31-02-R-0052		

Boiler Tender	18.00	
Sewage Plant Operator	16.25	
Stationary Engineer	18.00	
Ventilation Equipment Tender	13.15	
Water Treatment Plant Operator	15.38	
Protective Service Occupations		
Alarm Monitor	11.06	
Corrections Officer	17.69	
Court Security Officer	18.18	
Detention Officer	17.69	
Firefighter	16.75	
Guard I	7.76	
Guard II	12.17	
Police Officer	20.49	
Stevedoring/Longshoremen Occupations		
Blocker and Bracer	14.52	
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Line Handler	14.52	
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Environmental Technician	16.92	
Flight Simulator/Instructor (Pilot)	25.63	
Graphic Artist	18.05	
Instructor	18.95	
Laboratory Technician	13.72	
Mathematical Technician	19.46	
Paralegal/Legal Assistant I	14.08	
Paralegal/Legal Assistant II	16.56	
Paralegal/Legal Assistant III	20.20	
Paralegal/Legal Assistant IV	24.52	
Photooptics Technician	20.21	
Technical Writer	19.54	
Unexploded (UXO) Safety Escort		19.02
Unexploded (UXO) Sweep Personnel		19.02

Unexploded Ordnance (UXO) Technician I	19.02
Unexploded Ordnance (UXO) Technician II	23.01
Unexploded Ordnance (UXO) Technician III	27.58
Weather Observer, Combined Upper Air and Surface Programs (3)	13.56
Weather Observer, Senior (3)	15.17
Weather Observer, Upper Air (3)	13.56
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.38
Parking and Lot Attendant	9.59
Shuttle Bus Driver	12.28
Taxi Driver	9.59
Truckdriver, Heavy Truck	16.63
Truckdriver, Light Truck	11.16
Truckdriver, Medium Truck	12.02
Truckdriver, Tractor-Trailer	16.63

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possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

Source of Occupational Title and Descriptions:

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444

(SF 1444)}

Conformance Process:

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

The process for preparing a conformance request is as follows:

DACA31-02-R-0052

Attachment J.13.

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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.

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8

WAGE DETERMINATION DECISION
OF THE SECRETARY OF LABOR

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

Decision No. 94-2455 (Rev. 19) dated 21 August 2002

State(s): Pennsylvania

Areas: Pennsylvania COUNTIES OF Adams, York

WAGE DETERMINATION NO: 94-2455 REV (19) AREA: PA,YORK

WAGE DETERMINATION NO: 94-2455 REV (19) AREA: PA,YORK

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2455

William W.Gross Division of | Revision No.: 19

Director Wage Determinations| Date Of Last Revision: 08/21/2002

State: Pennsylvania

Area: Pennsylvania Counties of Adams, York

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.71
Accounting Clerk II	11.33
Accounting Clerk III	13.39
Accounting Clerk IV	14.55
Court Reporter	12.93
Dispatcher, Motor Vehicle	13.84
Document Preparation Clerk	9.81
Duplicating Machine Operator	9.81
Film/Tape Librarian	10.51
General Clerk I	7.54
General Clerk II	8.56
General Clerk III	11.28
General Clerk IV	12.66
Housing Referral Assistant	14.95
Key Entry Operator I	9.94
Key Entry Operator II	10.24
Messenger (Courier)	10.09
Order Clerk I	10.09
Order Clerk II	14.84
Personnel Assistant (Employment) I	10.88
Personnel Assistant (Employment) II	12.22
Personnel Assistant (Employment) III	13.40
Personnel Assistant (Employment) IV	14.96
Production Control Clerk	14.81
Rental Clerk	10.51
Scheduler, Maintenance	12.38
Secretary I	12.38
Secretary II	13.65
Secretary III	14.95
Secretary IV	16.61
Secretary V	17.20
Service Order Dispatcher	12.38

Stenographer I	10.30
Stenographer II	11.56
Supply Technician	16.61
Survey Worker (Interviewer)	12.46
Switchboard Operator-Receptionist	9.58
Test Examiner	13.65
Test Proctor	13.65
Travel Clerk I	8.73
Travel Clerk II	9.36
Travel Clerk III	10.02
Word Processor I	10.79
Word Processor II	11.90
Word Processor III	15.73
Automatic Data Processing Occupations	
Computer Data Librarian	10.07
Computer Operator I	12.48
Computer Operator II	13.96
Computer Operator III	17.74
Computer Operator IV	18.94
Computer Operator V	21.94
Computer Programmer I (1)	16.14
Computer Programmer II (1)	20.00
Computer Programmer III (1)	21.67
Computer Programmer IV (1)	22.58
Computer Systems Analyst I (1)	22.45
Computer Systems Analyst II (1)	25.17
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	12.48
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	16.26
Automotive Glass Installer	15.06
Automotive Worker	15.06
Electrician, Automotive	15.70
Mobile Equipment Servicer	13.76
Motor Equipment Metal Mechanic	16.70
Motor Equipment Metal Worker	15.06
Motor Vehicle Mechanic	16.26
Motor Vehicle Mechanic Helper	14.41
Motor Vehicle Upholstery Worker	14.41
Motor Vehicle Wrecker	15.06
Painter, Automotive	15.70
Radiator Repair Specialist	15.06
Tire Repairer	13.29
Transmission Repair Specialist	16.26
Food Preparation and Service Occupations	
Baker	9.70
Cook I	8.01
Cook II	9.42
Dishwasher	8.80
Food Service Worker	8.80
Meat Cutter	11.13
Waiter/Waitress	9.47
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	15.70

Furniture Handler	12.23	
Furniture Refinisher	15.70	
Furniture Refinisher Helper	13.10	
Furniture Repairer, Minor	14.41	
Upholsterer	15.70	
General Services and Support Occupations		
Cleaner, Vehicles	8.97	
Elevator Operator	9.22	
Gardener	11.34	
House Keeping Aid I	8.80	
House Keeping Aid II	9.96	
Janitor	9.22	
Laborer, Grounds Maintenance	9.51	
Maid or Houseman	8.80	
Pest Controller	11.88	
Refuse Collector	8.80	
Tractor Operator	10.81	
Window Cleaner	9.96	
Health Occupations		
Dental Assistant	10.93	
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.84	
Licensed Practical Nurse I	11.02	
Licensed Practical Nurse II	12.36	
Licensed Practical Nurse III	13.83	
Medical Assistant	10.20	
Medical Laboratory Technician	12.36	
Medical Record Clerk	9.77	
Medical Record Technician	13.54	
Nursing Assistant I	8.75	
Nursing Assistant II	9.83	
Nursing Assistant III	10.73	
Nursing Assistant IV	12.04	
Pharmacy Technician	12.19	
Phlebotomist	12.36	
Registered Nurse I	17.13	
Registered Nurse II	20.97	
Registered Nurse II, Specialist	20.97	
Registered Nurse III	25.37	
Registered Nurse III, Anesthetist	25.37	
Registered Nurse IV	30.38	
Information and Arts Occupations		
Audiovisual Librarian	15.73	
Exhibits Specialist I	15.65	
Exhibits Specialist II	15.88	
Exhibits Specialist III	21.83	
Illustrator I	15.65	
Illustrator II	15.88	
Illustrator III	21.83	
Librarian	18.73	
Library Technician	12.87	
Photographer I	12.72	
Photographer II	13.92	
Photographer III	14.44	
Photographer IV	21.56	

Photographer V	26.10	
Laundry, Dry Cleaning, Pressing and Related Occupations		
Assembler	7.22	
Counter Attendant	7.22	
Dry Cleaner	8.79	
Finisher, Flatwork, Machine	7.22	
Presser, Hand	7.22	
Presser, Machine, Drycleaning	7.22	
Presser, Machine, Shirts	7.22	
Presser, Machine, Wearing Apparel, Laundry		7.22
Sewing Machine Operator	9.37	
Tailor	9.86	
Washer, Machine	7.89	
Machine Tool Operation and Repair Occupations		
Machine-Tool Operator (Toolroom)		15.70
Tool and Die Maker	17.94	
Material Handling and Packing Occupations		
Forklift Operator	13.10	
Fuel Distribution System Operator		15.13
Material Coordinator	15.08	
Material Expediter	15.08	
Material Handling Laborer	12.33	
Order Filler	13.41	
Production Line Worker (Food Processing)		13.64
Shipping Packer	13.00	
Shipping/Receiving Clerk	13.00	
Stock Clerk (Shelf Stocker; Store Worker II)		12.79
Store Worker I	10.24	
Tools and Parts Attendant	13.34	
Warehouse Specialist	13.34	
Mechanics and Maintenance and Repair Occupations		
Aircraft Mechanic	17.88	
Aircraft Mechanic Helper	13.34	
Aircraft Quality Control Inspector	18.30	
Aircraft Servicer	15.00	
Aircraft Worker	11.07	
Appliance Mechanic	15.70	
Bicycle Repairer	13.29	
Cable Splicer	20.57	
Carpenter, Maintenance	15.70	
Carpet Layer	12.73	
Electrician, Maintenance	16.73	
Electronics Technician, Maintenance I		17.64
Electronics Technician, Maintenance II		18.39
Electronics Technician, Maintenance III		19.04
Fabric Worker	15.00	
Fire Alarm System Mechanic	17.88	
Fire Extinguisher Repairer	14.16	
Fuel Distribution System Mechanic	17.88	
General Maintenance Worker	15.06	
Heating, Refrigeration and Air Conditioning Mechanic		17.89
Heavy Equipment Mechanic	16.26	
Heavy Equipment Operator	15.38	
Instrument Mechanic	17.88	

Laborer	10.23	
Locksmith	15.70	
Machinery Maintenance Mechanic		18.10
Machinist, Maintenance	17.09	
Maintenance Trades Helper	14.41	
Millwright	18.63	
Office Appliance Repairer	16.64	
Painter, Aircraft	15.70	
Painter, Maintenance	15.70	
Pipefitter, Maintenance	18.14	
Plumber, Maintenance	16.68	
Pneudraulic Systems Mechanic	17.88	
Rigger	17.88	
Scale Mechanic	15.82	
Sheet-Metal Worker, Maintenance		16.26
Small Engine Mechanic	15.06	
Telecommunication Mechanic I	16.30	
Telecommunication Mechanic II	16.87	
Telephone Lineman	17.88	
Welder, Combination, Maintenance		18.35
Well Driller	17.88	
Woodcraft Worker	16.82	
Woodworker	13.95	
Miscellaneous Occupations		
Animal Caretaker	11.14	
Carnival Equipment Operator		10.81
Carnival Equipment Repairer		11.34
Carnival Worker	8.79	
Cashier	8.23	
Desk Clerk	10.07	
Embalmer	17.93	
Lifeguard	9.42	
Mortician	18.23	
Park Attendant (Aide)	11.84	
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		8.97
Recreation Specialist	13.96	
Recycling Worker	10.81	
Sales Clerk	8.97	
School Crossing Guard (Crosswalk Attendant)		9.09
Sport Official	9.42	
Survey Party Chief (Chief of Party)	16.34	
Surveying Aide	10.64	
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		14.58
Swimming Pool Operator	12.42	
Vending Machine Attendant	10.81	
Vending Machine Repairer	12.42	
Vending Machine Repairer Helper	10.81	
Personal Needs Occupations		
Child Care Attendant	10.07	
Child Care Center Clerk	12.55	
Chore Aid	8.11	
Homemaker	13.96	
Plant and System Operation Occupations		
Boiler Tender	17.88	

Sewage Plant Operator	17.26	
Stationary Engineer	17.88	
Ventilation Equipment Tender	13.34	
Water Treatment Plant Operator	15.70	
Protective Service Occupations		
Alarm Monitor	9.46	
Corrections Officer	20.02	
Court Security Officer	20.02	
Detention Officer	20.02	
Firefighter	17.66	
Guard I	8.46	
Guard II	9.46	
Police Officer	22.38	
Stevedoring/Longshoremen Occupations		
Blocker and Bracer	15.82	
Hatch Tender	15.82	
Line Handler	15.82	
Stevedore I	14.42	
Stevedore II	15.70	
Technical Occupations		
Air Traffic Control Specialist, Center (2)	28.21	
Air Traffic Control Specialist, Station (2)	19.46	
Air Traffic Control Specialist, Terminal (2)	21.43	
Archeological Technician I	12.87	
Archeological Technician II	14.40	
Archeological Technician III	17.85	
Cartographic Technician	18.27	
Civil Engineering Technician	18.27	
Computer Based Training (CBT) Specialist/ Instructor	22.45	
Drafter I	14.00	
Drafter II	15.72	
Drafter III	17.58	
Drafter IV	17.85	
Engineering Technician I	14.27	
Engineering Technician II	16.02	
Engineering Technician III	18.04	
Engineering Technician IV	18.18	
Engineering Technician V	27.15	
Engineering Technician VI	32.87	
Environmental Technician	17.58	
Flight Simulator/Instructor (Pilot)	22.47	
Graphic Artist	18.22	
Instructor	18.22	
Laboratory Technician	12.71	
Mathematical Technician	15.88	
Paralegal/Legal Assistant I	13.59	
Paralegal/Legal Assistant II	16.53	
Paralegal/Legal Assistant III	20.57	
Paralegal/Legal Assistant IV	24.49	
Photooptics Technician	14.44	
Technical Writer	17.85	
Unexploded (UXO) Safety Escort	17.93	
Unexploded (UXO) Sweep Personnel	17.93	
Unexploded Ordnance (UXO) Technician I	17.93	

Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	19.75
Weather Observer, Senior (3)	17.77
Weather Observer, Upper Air (3)	17.77
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	12.91
Parking and Lot Attendant	9.03
Shuttle Bus Driver	11.65
Taxi Driver	10.09
Truckdriver, Heavy Truck	13.95
Truckdriver, Light Truck	11.07
Truckdriver, Medium Truck	11.75
Truckdriver, Tractor-Trailer	14.93

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, drying, 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 ****

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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.

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- 1) When preparing the bid, the contractor identifies the need for a conformed occupation)

and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Section K - Representations, Certifications and Other Statements of Offerors

CORPORATE CERTIFICATE

52.0204-4005 CERTIFICATE OF CORPORATE AUTHORITY

(This Certificate shall be submitted as part of the bid/proposal or signed contract if the bidder/offeror is a corporation.)

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as bidder/offeror therein, that _____, who signed this bid/proposal on behalf of the bidder/offeror, was then _____ of said corporation; that said bid/proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

By: _____(Corporate Seal)
(Signature)

(Typed Name of Corporation)

NOTE; A COPRPORATE OFFICER OTHER THAN THE OFFICER SIGNING THE BID/PROPOSAL MUST FILL OUT AND SIGN THIS FORM.

52.204-4005

CLAUSES INCORPORATED BY FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(f) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:_____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street
address, city, state, county, zip
code)

Name and address of owner and
operator of the plant or facility
if other than offeror or respondent

(End of provision)

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

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

(2) The small business size standard is () (insert size standard).

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

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

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

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

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

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

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

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

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

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

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

___ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System

(NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

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

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

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PROONet); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

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)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

() (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of clause)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

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

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

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

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

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

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

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

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

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

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

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

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS**L.1 DEFINITIONS:** For the purposes of this proposal the following are defined:

1. Offeror: Any entity that submits a proposal and at the time of award is considered the Prime Contractor. This includes but is not limited to, a Sole Proprietorship, Partnership, Corporation, or Joint Venture.
2. Teaming Arrangement: An arrangement in which the Offeror, who is the potential prime contractor, has formalized an agreement with one or more companies that will act as its identified subcontractors. This Team is specifically identified and made part of the Government contract.
3. Identified Subcontractor: A subcontractor named as a Team Member in the proposal. This Subcontractor's technical qualifications and cost information is a vital part of the offerors proposal and basis for award. The Government must be notified of any changes in Identified Subcontractors prior to and after award.
4. Non-Identified Subcontractor: Any subcontractor which may be used under this contract and not identified in the Offeror's proposal for evaluation as a Team member.
5. Cost Realism: A determination that the proposed cost and related elements of cost are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the offeror's technical proposal.
6. Best Value: The expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement.
7. Key Positions: Defined as those positions which are critical or essential to the execution of the Contract. Degradation of one or more of these positions would have an immediate significant impact on the performance of the Offeror under the Contract that can not be compensated for within a reasonable amount of time.

L.2 GENERAL PROPOSAL INFORMATION: The Government's intent is to award the Design Build Environmental Remediation Contract (DBER) which provides best value design and remediation services for sites within the North Atlantic Division. The DBER will be issued as a Small Business Set Aside with a capacity of \$12,500,000.

This contract will be acquired by means of a Two-Phase Request for Qualifications (RFQ), evaluated using a tradeoff analysis. The awards will be made to the offerors whose proposals are considered most advantageous to the Government, costs and other factors considered. The Phase 1, written proposal will be adjectivally evaluated. The competitive range will be based on this portion of the RFQ process. The offerors within the competitive range will continue to Phase 2, Oral Presentations. The oral presentations will also be rated adjectivally and the award will be based on the oral presentations. Phase 2 information will be provided via an amendment to those offerors determined to be in the competitive range.

L.3 PROPOSED CONTRACT UTILIZATION: For purposes of the evaluation, the Government has established a range of anticipated total contract expenditures that may be used by the offeror when responding to the proposal. This is for informational and evaluation use only and in no way binds the

Government to more work than the Guaranteed Minimum as defined in Section B, nor does it commit the Government to utilizing this DBER in any specific localities.

1. Geographic Utilization:

- 30% of the projects located within 50 miles of Baltimore
- 50% of the projects located between 50 and 250 miles from Baltimore
- 20% of the projects located greater than 250 miles from Baltimore

2. Projected Annual Expenditures:

Year	SBSA
1	\$500,000
2	\$4,000,000
3	\$4,000,000
4	\$2,500,000
5	\$1,500,000
Total	\$12,500,000

3. Task Order Size:

- Highest Value \$12,500,000
- Average Value \$750,000
- Lowest Value \$30,000

L.4 PROPOSAL FORMAT

1. PHASE 1 - Qualifications

Phase 1 shall consist of two written volumes of Qualifications. All proposals shall contain the requirements stated herein and shall also contain the Volume # on the cover, Table of Contents, List of Tables, List of figures, and all Identified Team Members or Joint Venture. Proposal clarity, organization (as requested in this solicitation) and cross referencing is mandatory. The Offeror’s name, address, and telephone number shall appear on every page to be evaluated. The proposals shall be submitted as set forth below.

- Volume 1 - Technical Original + 5 copies
- Volume 2 - Cost Original + 3 copies

NOTE: All originals shall be identified and labeled as “**ORIGINAL**” on the outside cover.

- a. Volume 1 - Technical: Shall contain the following information:
 - i. Project Listing
 - ii. Experience
 - iii. Management Capabilities
- b. Volume 2 - Cost: Shall contain the following information:
 - i. Financial Capabilities
 - ii. Capacity
 - iii. Cost Accounting System
 - iv. Federal Agency Audits
 - v. Attachment J.2 - Direct Labor Matrix
 - vi. Attachment J.3 – Cost Summary Schedule with Burden Rate Application

2. PHASE 2 - Oral Presentations

- a. Offerors determined by the contracting officer to be within the competitive range will be given the opportunity to participate in oral presentations. An amendment will be issued after the competitive range is determined to provide instructions for Phase 2. However, the following is provided for information purposes only:
- b. Oral Presentations shall cover the following areas:
 - i. Technical Ability
 - ii. Technical Approach
 - iii. Management Approach
 - iv. Sample Task Discussion (will be included in the amendment).
- c. Cost Information
 - i. Any revisions / updates to Financial / Cost Information.
 - ii. Sample task cost proposal.

L.6 PROPOSAL LENGTH:

Phase 1, Volume 1 - Technical: The total number of pages shall not exceed twenty (25) pages. This does not include the experience list or job experience.

Phase 1, Volume 2 - Cost: Not to exceed one (1) three (3) inch Loose Leaf Binders, which includes required Attachments and supporting documentation.

For both submissions the following governs:

1. Minimum Font Size – Pages shall be single spaced (line spacing of 1.0) using Times New Roman font or similar, with font size no smaller than 11 point, as printed in Word or WordPerfect. Smaller font, but no smaller than 8 point may be used for graphical presentations, but must be legible..
2. Text Page Size - 8½” x 11”
3. Fold out Page Size – 8 ½” x 17”
4. Line spacing will be limited to a maximum of 7 lines per inch.
5. Minimum margins = 1” left and ½” right, and 1” top and bottom. Headers and footers are not subject to margin limitations.
6. Each fold out page in Volume I shall be counted as one page. The Offeror shall not exceed 5 fold out pages. Fold out pages shall be limited to graphic representations only (i.e. not to be used for general text or sample project).
7. Indexes, Cover sheets, cross referencing tables, table of contents, etc., will not be included in the page count. These pages will not be evaluated
8. Tab dividers shall be used to separate sections. These dividers will have no text except section indicator and will not be included in page count.
9. Blank sheets will not be included in the page count.
10. Pages containing charts, tables, graphs, diagrams, etc., will be included in the page count. Font size limitations apply, margin limitations do not apply. Standard reports, graphics, schedules and charts are exempt from margins, font, and line limitations but must be readable. They will count towards total page limit.
11. All pages will be numbered sequentially.
12. A page printed on both sides will be counted as two pages.
13. No addendum or appendices will be accepted.

NOTE: Any pages in the proposal that are in excess of the page size, font size, characters per inch, lines per inch, and margin limitations specified above **will not** be evaluated.

L.7 PROPOSAL CONTENT: The proposal shall contain the information listed below. Should the proposal include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the proposal may be determined “unacceptable” and thus ineligible for award.

L.7.1 PHASE 1 – Written Proposal

1. Volume 1 - Technical: The technical portion of Phase 1 shall include the following information.

- A. **TECHNICAL EXPERTISE AND EXPERIENCE (PROJECT LISTING):** This information serves to insure the offerors meet a basic level of experience prior to being further evaluated. The offeror shall submit a list of projects with sufficient detail to demonstrate satisfactory experience with the tasks identified in Section C – Scope of Work. An offeror that fails to demonstrate satisfactory experience will not be eligible for further consideration and will be eliminated from competition. This is not included in the page count.
- B. **MANAGEMENT EXPERIENCE AND PROJECT APPROACH (MANAGEMENT CAPABILITIES):** This information permits the Evaluation Team to reach a reasoned judgement regarding the offerors’ qualifications as well as distinguish the offeror from other candidates. Information presented here shall include:
1. **Management Plan:** The Offeror shall submit a narrative discussion on how the Offeror intends to manage both the administrative and technical aspects of the contract. The Offeror’s discussion should include, but not be limited to, the items identified below:
 - a. Describe integration of the Offeror’s management approach throughout the Team structure.
 - b. Describe intended utilization of personnel (either identified by generic qualifications and/or name) to administer the DBER.
 2. **Organization Plan:** The Offeror shall submit a plan describing how the Offeror intends to structure the organization based on the projected work load identified below. This plan shall address how the Offeror will adapt to the range of possible utilization scenarios and shall address the organizational structure(s). A narrative and/or graphical description is acceptable.
 - a. The information provided should address, but not be limited to, the following:
 - i. Name of offeror and Identified Subcontractors
 - ii. Location and function of significant organizational Offices
 - iii. Lines of authority, nature of authority for and between the Offerors and their identified Subcontractor(s) organization(s). Also show locations of relevant offices.
 - iv. Location and affiliation of all “key” personnel
 - v. Location and affiliation of relevant “identified” positions

vi. Identify organizational structure that will manage identified or unidentified subcontractor work.

b. Work Load (Provided for example only. Does not indicate expected workload).

Year	Task Order	Amount
1	0001	\$150,000
1	0002	\$1,250,000
1	0003	\$5,000,000
1	0004	\$50,000
1	0005	\$500,000
Total		\$6,950,000

3. Acquisition Management Plan: Information shall include, but not be limited to, the following:

a. The Offeror’s rationale and procedures for determining which work will be performed by the Offeror and which work will be subcontracted. Described how, when and why specific subcontracted vehicles will be chosen for specific identified types of work. Any operational or scope limitations, or cost thresholds utilized by the Offeror in the selection of subcontracted vehicles shall be defined in the Offeror’s proposal. It is understood that the relevance, complexity and number of the “Issues” used by the Offeror depend on the proposal Teaming arrangement and intended contracting/subcontracting strategy.

NOTE: The Federal Acquisition Regulations encourages competitive subcontracting. However, the execution of non-competitive subcontracting work under the provisions of these contracts is not discouraged when it is in the best overall interest of the Government.

b. Describe procedures for the acquisition and cost control of equipment, services, supplies, and material. Discuss oversight of identified Subcontractor’s first tier acquisition process.

c. Letters of commitment from Team Members including Identified Subcontractor(s) shall be provided. Failure of the Identified Subcontractor to commit to the Offeror for this contract will result in that Identified Subcontractor not being evaluated. The Offeror shall provide all terms and conditions of the commitments made to Identified Subcontractor(s) as well as all terms and conditions of the commitments made by the Identified Subcontractor(s) to the Offeror.

C. PAST PERFORMANCE (EXPERIENCE): This information permits the Evaluation Team to reach a reasoned judgement regarding the offerors’ qualifications as well as distinguish the offeror from other candidates. The offeror shall submit the five (5) most recent and relevant projects pertaining to the work as described in Section C – Scope of Work. This is included in the page count. Information shall include the following:

1. Name of Project
2. Contract Number (if applicable)
3. Location (address, city, town, state)

4. Scope (briefly describe work activities associated with the project)
 5. Offerors' role in the Project (Prime or Sub and associated responsibilities)
 6. Project Amount Awarded and Completed (with explanation of Delta).
 7. Customer Point of Contact with contact information (email, phone, fax, address, etc.)
2. **Volume 2 – Cost:** The cost information submitted will be evaluated for reasonableness, allocability, allowability and accuracy. The Offeror shall submit the following information:
- a. A SF33 duly executed by an individual authorized to bind the company. In addition, complete Section B, Supplies or Services and Prices/Costs, of the solicitation.
 - b. In support of Financial Capabilities please provide:
 1. Audited Financial Statements for the previous Fiscal Year.
 2. Any available Mid Year / Quarterly financial statements.
 3. Letters of Credit from Financial Institution.
 - c. In support of Current and Projected Capacity Capabilities please complete Attachment J.4. See Section J for Attachment J.4 and Instructions.
 - d. Offeror's Billings, past and future projections: Projections shall be shown graphically as in the example graph, Section J, Attachment J.4. See line segment definitions below to prepare the graph. Instructions are repeated on Attachment J.4.

1. The following assumptions shall be used when projecting the Offeror's workload. The Offeror shall assume all contract options are to be executed at the appropriate time frame for all individual contracts. Past and projected contract billings apply to all contracts the Offeror has been awarded (i.e. U.S. Government, private, foreign contracts, etc.). Projected billings are to be in current year dollars (i.e. do not apply inflation factors to projected billings). For this exercise assume the DBER will be awarded 1 November 2002. For this DBER contribution use the following billings:

Year	SBSA
1	\$150,000
2	\$1,250,000
3	\$5,000,000
4	\$50,000
5	\$500,000
Total	\$6,950,000

Note: The Offeror may provide an explanatory narrative of their contract commitments in addition to the graphical representation as shown above. This narrative will be considered as part of the page count.

2. Definitions for Section J, Attachment J.4, line segments A, B, C, and D:

- i. Line A = Offeror's past contract billings for the last four years beginning March 31, 1998
 - ii. Line B = Offeror's projected billings for all awarded contracts/task orders for the next five years beginning 1 August 2002
 - iii. Line C = Line B plus Offeror's anticipated subcontracting dollar amount under the DBER (based on yearly breakdown provided in paragraph
 - iv. Line D = Line B plus Line C plus the anticipated amount of this DBER the Offeror plans to self perform (based on yearly breakdown provided in paragraph L.3.
- e. An approved Disclosure Statement (if applicable), or documentation from cognizant ACO/ DCAA office that a review is currently being conducted.
- f. A copy of their own most recent (within the past year) Federal Agency Audit Report, i.e., EPA, DCAA, DOD, etc. If the offeror has had Federal Agencies perform Provisional indirect Cost Rates/Forward Pricing reviews (within the past year) a copy shall be provided. The Offeror shall identify the cognizant Federal auditing agency having oversight over it and shall furnish the address and telephone number of the auditing agency. Offerors that have never been audited by a Federal Agency, or do not possess a current audit shall state such in their proposal.
- g. Statement as to how Burden Rates are developed, identifying all Pools and Bases utilized (Fringe Benefits, Overhead, and G&A for example) will be prepared and included. In addition, supporting schedules will be provided for the Prior Complete Fiscal Year. Information / supporting Attachments will also be provided for the current year provisional billing rates and any out year forecasted rates, making sure to include forward pricing rates for the base period.
- h. The Offeror shall submit Attachment J.2 Labor Cost Matrix, see Section J for format and Instructions. This will include those personnel listed in Section C, Statement of Work, Contractor Personnel and Qualifications, and any other personnel that the Offeror feels may contribute significantly to the work.
- i. The Offeror shall submit a Costs Summary Schedule. The information shall be submitted in accordance with the instructions and format found at Section J, Attachment J.3.
- j. The Offer shall provide a statement/certification that in the event their firm is awarded a contract from this proposal, they have an adequate accounting system to accommodate a cost reimbursable contract. If an Offeror does not have an adequate accounting system and is selected for award, they will be given the opportunity for an accounting system audit by their cognizant Federal Audit Agency. If the firm is not able or willing to comply with the requirements of an adequate accounting system, their offer will be determined non-responsive and ineligible for award.
- k. Section K, Representations, Certifications and Other Statements of Offerors.

1. Provide acknowledgments of all amendments to the solicitation in accordance with the instructions on SF 30 (amendment/modification form).

NOTE: An explanation as to why the information is not available must be provided along with an acceptable substitute. For example, (i) SOP on Accounting Policy and Procedures in place of a disclosure Statement or (ii) Certified payroll and audited financial statements in place of a DCAA or other Federal Agency current audit report.

L.7.2 PHASE 2

Oral Presentations: - Offerors determined by the Contracting Officer to be within the competitive range will be asked to participate in oral presentations. Offerors may avoid unnecessary expense by waiting to prepare Phase 2 until they are notified of their inclusion in the competitive range and advised by the solicitation amendment. Phase 2 of the RFQ will be issued via an amendment to the RFQ. Oral Presentations will be based on a sample task. The offerors shall discuss, at a minimum, their administrative and technical approach to executing the sample task. Oral Presentations, in responses to the amendment, will be used to select an offeror who presents best value to the government in performing the work described in Section C – Scope of Work. Information presented in the oral presentation shall include but not be limited to the following:

1. Offeror's technical ability
2. Offeror's technical approach to the Sample Task
3. Offeror's Management Approach

NOTE: Oral presentations will be presented to and evaluated by the Technical Evaluation Committee. The oral presentation may be video taped by the government. A copy of the tape will be provided to the Offeror if requested.

Cost Information – The cost volume shall contain the following information:

- a. Any revisions/updates to provisional and forecasted burden rates
- c. Any updates to accounting system status
- d. More current Financial Reports
- e. Sample Task Cost Proposal

L.8 PROPOSAL DUE DATE, TIME AND PLACE:

For the work described in Phase 1, the proposals will be received at:

Contracting Division
USACE, Baltimore
10 South Howard Street

7th Floor, CENAB-CT-C-EV(Salter)
Baltimore, MD 21201

L.9 PRE-AWARD SURVEY: The Government reserves the right to conduct a pre-award survey of any firm under consideration to confirm any part of the information furnished by the Offeror, or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the Government to be necessary for the successful performance of the contract.

L.10 CONSTRUCTION WAGE RATES: The Davis-Bacon wage rates shall be incorporated to the Site Specific construction Task Orders.

L.11 SERVICE CONTRACT ACT (SCA) WAGE DETERMINATIONS: The SCA wage determinations are found in Section J, Attachment J.7 – J.14.

L.12 CONTRACT MANAGEMENT PROCEDURES: The Government reserves the right to negotiate Contract Management Procedures or Advanced Agreements prior to award.

EVIDENCE OF AUTHORITY TO SIGN

52.0204-4008 EVIDENCE OF AUTHORITY TO SIGN BIDS/PROPOSALS

Evidence of the authority of individuals signing bids/proposals to submit firm bids/proposals on behalf of the bidder/offeror is required except where the bid/offer is signed, and shows that it is so signed, by: The President, Vice-President, or Secretary of Incorporated bidders; a partner in case of partnership; the owner in the case of sole proprietorships. Failure to submit with the bid satisfactory evidence of authority of all other persons may be cause for rejection of bid as an invalid or nonresponsive bid.

End of Clause

(CENAB-OC APR 1984)
(FAR 4.102)
(52.0204-4008)

DELIVERY OF BIDS/PROPOSALS

52.214-4024 DELIVERY OF BIDS/PROPOSALS

Bids/Proposals may be delivered in person to the Contracting Division, Baltimore District, Corps of Engineers, Room 7000, City Crescent Building, 10 South Howard Street, Baltimore, Maryland 21201.

End of Clause

(CENAB-CT JUL 1993)
(FAR 14.302)
(52.0214-4024)

SAFETY REQUIREMENTS

52.0236-4013 SAFETY REQUIREMENTS

The contractor is advised that he shall be expected to comply with the OSHA Standards as well as the most recent Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). EM 385-1-1 with applicable addenda and the OSHA Standards are hereby incorporated by reference, as if fully set forth.

End of Clause

(CENAB-CT NOV 1996)
(FAR 36.513)
(52.0236-4013)

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (May 2001) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
252.204-7004	Required Central Contractor Registration	NOV 2001
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE I (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite-Delivery/Indefinite quantity (IDIQ) contract resulting from this solicitation. Task orders will be issued on a Cost-Plus-Fixed-Fee or Firm Fixed Price Basis.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
Goals shall be specified in individual task orders	Goals shall be specified in individual task orders

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is identified as locations within the US Army Corps of Engineers North Atlantic Division boundaries and all other Baltimore District customer locations and will be specified in individual task orders.

(End of provision)

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

(Insert complete address)

(End of Clause)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

EVALUATION CRITERIA

M.1 GENERAL: The proposals will be evaluated and the contracts will be awarded based on a source selection process as defined in FAR 15.3 and the applicable provisions of the DFARS, AFARS, and EFARS. The evaluation will be based on the content of the proposals as defined in Section L, Instruction, Conditions and Notices to Offerors, and any subsequent discussions or clarifications required. The Government will select the offeror representing the best value to the Government based on technical merit, price/cost, and other pertinent factors using the tradeoff process described in FAR 15.101-1 and FAR 15.3. The technical factors, when combined, are significantly more important than cost or price. The Government may select for award the offeror whose cost/price is not necessarily the lowest, but whose technical proposal is more advantageous to the Government and warrants the additional cost/price. The identities of the Government evaluators are confidential and any attempt to contact these individuals is prohibited.

M.2 AWARD PROCEDURE:

The Government intends to award one contract from this solicitation. The contract will be selected based on Small Business Set Aside NAICS code 562910.

M.3 EVALUATION PROCESS

1. INITIAL REVIEW: Each proposal will be reviewed initially to determine if it conforms to the general requirements of the solicitation. Those proposals that are found to be in conformance with the solicitation will be forwarded for evaluation. The Technical Volume of the proposal shall be evaluated and adjectivally rated by the Technical Evaluation Committee. The cost proposals will be subjectively evaluated. If a proposal does not conform to the solicitation requirements, and can't be revised without major changes, the proposal will be forwarded to the Contracting Officer (SSA) with a recommendation for an unacceptable determination.

(g) EVALUATION:

- (c) WRITTEN VOLUME I - TECHNICAL: This volume will be evaluated in its entirety by Technical Evaluation Committee (TEC). During this phase of the evaluation, qualitative ratings will be given to factors listed in Paragraph M.4, Evaluation Criteria, by the TEC. The TEC will generate a narrative discussing the rationale for the qualitative rating of each factor, including information obtained from other areas of the proposal, which may affect the Offeror's ability to perform work under that factor being evaluated.
 - b. ORAL PRESENTATIONS – TECHNICAL: The oral presentation shall be used to as the final selection criteria for those offerors that reached the competitive range. Presentation will be evaluated to determine the offeror's understanding of environmental projects and the technical merit of information presented. The information presented will be evaluated based on the evaluation criteria as defined in paragraph M.4.
3. EVALUATION VOLUME II: COST VOLUME: The evaluation of the cost information submitted will not be point scored but will be subjectively evaluated. The cost information will be evaluated for

reasonableness, allocability, allowability, accuracy and realism. The award will not necessarily be based on lowest proposed cost.

M.4 EVALUATION CRITERIA: The technical factors to be evaluated and ratings are listed below in descending order of importance.

1. **Technical Expertise and Experience (Project Listing):** The Government will use the information provided to evaluate the Offeror's ability and approach to perform work as described in Section C, Statement of Work. In addition, the Government will evaluate the Offeror and all Team Members' identified Subcontractor(s) relevant experience to determine the potential to satisfactorily perform the intended work under this contract. Both Government and private industry experiences will be given consideration in determining the Offeror's potential to satisfactorily perform.

2. **Management Experience and Project Approach (Management Capabilities):** The Government will use the information provided to evaluate the Offeror's understanding of the staffing and personnel requirements for this contract. In addition, the Government will use the information presented in the management plan to evaluate the Offeror's ability to effectively and efficiently manage this contract. This information should integrate the requirements of Section C, Statement of Work, Section L.3 (proposed contract utilization) and the information provided by the Offeror in the Introductory Narrative referenced in Section L. The Government will also use the information in the organization plan provided by the Offeror to support and clarify the proposed management plan. Finally, the Government will use the information provided in the acquisition management plan to evaluate the Offeror's acquisition practices relative to providing best value.

3. **Past Performance (Experience):** Past performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. This comparative assessment of past performance information is separate from the responsibility determination required under FAR Subpart 9.1.

The evaluation should take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the acquisition.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

The Government will use the information provided, as well as information obtained from other sources, to evaluate the Offerors' record of conforming to contract requirements and to standards of good workmanship; the offeror's record of forecasting and controlling costs; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction.

The Government may also check the SCASS/ACASS/CCASS/PPIMS ratings on file. Past performance information obtained from other sources than those identified by the offeror may be used. Pre-award Survey information shall not be provided in response to this evaluation factor.