

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W81W3G-2280-1691		PAGE 1 OF 23			
2. CONTRACT NO. DACW31-03-P-0082		3. AWARD/EFFECTIVE DATE 07-Jan-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0012		6. SOLICITATION ISSUE DATE 20-Dec-2002	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME GLORIA J FROST			b. TELEPHONE NUMBER(No Collect Calls) 410-962-3534		8. OFFER DUE DATE/LOCAL TIME 12:00 PM 30 Dec 2002		
9. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715  TEL: 410-962-5638 FAX: 410-962-0933		CODE CW31		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 4215 SIZE STANDARD: 500 PERSONS		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30	
15. DELIVER TO IMO-INFOR SUPPORT SVC BRANCH HENRY DUNN PO BOX 1715 BALTIMORE MD 21203-1715		CODE E110300		16. ADMINISTERED BY CONTR DIV OPERATIONS BR PO BOX 1715 BALTIMORE MD 21203-1715		CODE E1P0500			
17a. CONTRACTOR/ OFFEROR MARYLAND MESSENGER SERVICE MARIE KRAMER 16 ALBEMARLE STREET BALTIMORE MD 21202-4698  TEL. 410-837-5550		CODE 1YC03  FACILITY CODE 1YC03		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE TOB0200			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>							26. TOTAL AWARD AMOUNT <b>\$4,208.00</b>		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.		ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.		ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE WRITTEN <input checked="" type="checkbox"/> OFFER DATED <u>30-Dec-2002</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE					
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER <i>Mary C. Robertson</i>			31c. DATE SIGNED 07-Jan-2003			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) MARY C ROBERTSON / ADDED BY SUMI TEL: 410-962-3788 EMAIL:					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)					
				42b. RECEIVED AT (Location)					
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	COURIER SERVICE BASE YEAR FFP P.O.C.:HENRY DUNN @ 410-962-1833 BUYER: GLORIA FROST @ 410-962-3534 VENDOR REP.:DENISE KRAMER BUCHMAN @ 410-837-5550 PROVIDE COURIER SERVICES FOR THE BALTIMORE DISTRICT CORPS OF ENGINEERS FROM 10 SOUTH HOWARD STREET, BALTIMORE, MARYLAND TO ABERDEEN PROVING GROUND, MARYLAND ON A DAILY BASIS, DURING THE PERIOD, 01 JANUARY 2003 THROUGH 30 SEPTEMBER 2003 PER THE ENCLOSED SPECIFICATIONS: 9 MONTHS \$467.555 \$4,208.00	1	Lump Sum	\$4,208.00	\$4,208.00
	ATTACHMENTS: 1. SPECIFICATIONS 2. WAGE DETERMINATION DECISION NO. 94-2247 (REV. 21) DATED 29 JULY 2002 OF THE SECRETARY OF LABOR. PURCHASE REQUEST NUMBER: W81W3G-2280-1691				

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NET AMT \$4,208.00

ACRN AA Funded Amount \$4,208.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum	\$6,276.00	\$6,276.00

OPTION COURIER SERVICE-OPTION YEAR ONE  
 FFP  
 OPTION YEAR ONE  
 PROVIDE COURIER SERVICES FOR THE BALTIMORE DISTRICT CORPS OF ENGINEERS FROM 10 SOUTH HOWARD STREET, BALTIMORE, MARYLAND TO ABERDEEN PROVING GROUND, MARYLAND ON A DAILY BASIS, DURING THE PERIOD, 01 OCTOBER 2003 THROUGH 30 SEPTEMBER 2004 PER THE ENCLOSED SPECIFICATIONS:

12 MONTHS \$523.00 \$6,276.00

ATTACHMENTS:

1. SPECIFICATIONS
  2. WAGE DETERMINATION DECISION OF THE SECRETARY OF LABOR IS APPLICABLE FOR THIS REQUIREMENT BUT IS NOT CURRENTLY AVAILABLE. WHEN AND/OR IF THIS OPTION IS EXERCISED, IT WILL BE INCORPORATED BY MODIFICATION.
- PURCHASE REQUEST NUMBER: W81W3G-2280-1691

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NET AMT \$6,276.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum	\$6,276.00	\$6,276.00

OPTION COURIER SERVICE-OPTION YEAR TWO  
 FFP  
 OPTION YEAR TWO  
 PROVIDE COURIER SERVICES FOR THE BALTIMORE DISTRICT CORPS OF ENGINEERS FROM 10 SOUTH HOWARD STREET, BALTIMORE, MARYLAND TO ABERDEEN PROVING GROUND, MARYLAND ON A DAILY BASIS, DURING THE PERIOD, 01 OCTOBER 2004 THROUGH 30 SEPTEMBER 2005 PER THE ENCLOSED SPECIFICATIONS:

12 MONTHS \$523.00 \$6,276.00

ATTACHMENTS:

1. SPECIFICATIONS
  2. WAGE DETERMINATION DECISION OF THE SECRETARY OF LABOR IS APPLICABLE FOR THIS REQUIREMENT BUT IS NOT CURRENTLY AVAILABLE. WHEN AND/OR IF THIS OPTION IS EXERCISED, IT WILL BE INCORPORATED BY MODIFICATION.
- PURCHASE REQUEST NUMBER: W81W3G-2280-1691

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NET AMT \$6,276.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lump Sum	\$7,032.00	\$7,032.00

OPTION

COURIER SERVICE-OPTION YEAR THREE

FFP

OPTION YEAR THREE

PROVIDE COURIER SERVICES FOR THE BALTIMORE DISTRICT CORPS OF ENGINEERS FROM 10 SOUTH HOWARD STREET, BALTIMORE, MARYLAND TO ABERDEEN PROVING GROUND, MARYLAND ON A DAILY BASIS, DURING THE PERIOD, 01 OCTOBER 2005 THROUGH 30 SEPTEMBER 2006 PER THE ENCLOSED SPECIFICATIONS:

12 MONTHS \$586.00 \$7,032.00

ATTACHMENTS:

1. SPECIFICATIONS

2. WAGE DETERMINATION DECISION OF THE SECRETARY OF LABOR IS APPLICABLE FOR THIS REQUIREMENT BUT IS NOT CURRENTLY AVAILABLE. WHEN AND/OR IF THIS OPTION IS EXERCISED, IT WILL BE INCORPORATED BY MODIFICATION.

PURCHASE REQUEST NUMBER: W81W3G-2280-1691

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NET AMT

\$7,032.00

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lump Sum	\$7,032.00	\$7,032.00

OPTION COURIER SERVICE-OPTION YEAR FOUR  
 FFP  
 OPTION YEAR FOUR  
 PROVIDE COURIER SERVICES FOR THE BALTIMORE DISTRICT CORPS OF ENGINEERS FROM 10 SOUTH HOWARD STREET, BALTIMORE, MARYLAND TO ABERDEEN PROVING GROUND, MARYLAND ON A DAILY BASIS, DURING THE PERIOD, 01 OCTOBER 2006 THROUGH 30 SEPTEMBER 2007 PER THE ENCLOSED SPECIFICATIONS:

12 MONTHS \$586.00 \$7,032.00

ATTACHMENTS:

- 1. SPECIFICATIONS
  - 2. WAGE DETERMINATION DECISION OF THE SECRETARY OF LABOR IS APPLICABLE FOR THIS REQUIREMENT BUT IS NOT CURRENTLY AVAILABLE. WHEN AND/OR IF THIS OPTION IS EXERCISED, IT WILL BE INCORPORATED BY MODIFICATION.
- PURCHASE REQUEST NUMBER: W81W3G-2280-1691

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NET AMT \$7,032.00

Funded Amount \$0.00

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	POP 01-JAN-2003 TO 30-SEP-2003	N/A	IMO-INFOR SUPPORT SVC BRANCH HENRY DUNN PO BOX 1715 BALTIMORE MD 21203-1715 (410)962-1833 FOB: Destination	E1I0300
0002	POP 01-OCT-2003 TO 30-SEP-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1I0300
0003	POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1I0300
0004	POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1I0300
0005	POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1I0300

#### ACCOUNTING AND APPROPRIATION DATA

AA: 96 NA X 4902.0000 E1 X 08 2420 96181 2520 RF6011  
AMOUNT: \$4,208.00

#### CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation)	APR 2001
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.222-3	Convict Labor	AUG 1996
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
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991

52.242-15	Stop-Work Order	AUG 1989
52.246-15	Certificate of Conformance	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 SEPTEMBER 2007.

(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

**MESSENGER \$11.55 PER HOUR**

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of clause)

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

Funds are not presently available for performance under this contract beyond **30 SEPTEMBER 2003**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 SEPTEMBER 2003 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the

Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of

payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

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

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

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

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

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

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

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

(End of clause)

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

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

(End of clause)

#### 52.252-2 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)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any \_\_\_\_\_ (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (DEVIATION)

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

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

SPECIFICATIONS

**SPECIFICATIONS**

**FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROVIDE DAILY MESSENGER SERVICE DURING THE PERIOD, BASE YEAR 01 JANUARY 2003 THROUGH 30 SEPTEMBER 2003 AND OPTIONAL YEARS, 01 OCTOBER 2003 THROUGH 30 SEPTEMBER 2007 TO THE FOLLOWING LOCATIONS:**

**FROM: PICKUP TIME: 10:00 A.M.**

**U.S. ARMY CORPS OF ENGINEERS  
CITY CRESCENT BUILDING  
10 SOUTH HOWARD STREET  
BALTIMORE, MARYLAND 21203-1715**

**TO: DELIVER AND PICKUP BY 2:00 P.M.**

**U. S. ARMY CORPS OF ENGINEERS  
ABERDEEN PROVING GROUND  
319 EXCHANGE ROAD  
RYAN BUILDING, ROOM 121  
ABERDEEN, MARYLAND 21005**

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

William W.Gross Director	Division of Wage Determinations	Wage Determination No.: 1994-2247 Revision No.: 21 Date Of Last Revision: 07/29/2002
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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
<b>Messenger (Courier)</b>	<b>8.73</b>
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 Servicicer	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 ©(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.