

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-2347-7716		PAGE 1 OF 21		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0021		6. SOLICITATION ISSUE DATE 15-Jan-2003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SANDRA L WICKS			b. TELEPHONE NUMBER (No Collect Calls) 410-962-3987		8. OFFER DUE DATE/LOCAL TIME 12:00 AM 30 Jan 2003	
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 type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 4212 SIZE STANDARD:\$18.5 million			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS
15. DELIVER TO LMO - SUPPLY BRANCH MARK HARRIS CITY CRESENT BUILDING 10 SOUTH HOWARD STREET BALTIMORE MD 21201-2530 TEL: 410-962-2018 FAX:		CODE E170100	16. ADMINISTERED BY					CODE
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY					CODE
TEL.		FACILITY CODE						
<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							26. TOTAL AWARD AMOUNT	
<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 <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				
				TEL: 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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> 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	<p>TRASH REMOVAL MAINTENANCE SHOP FFP FY03 TRASH REMOVAL MAINTENANCE SHOP FOR FY 2003. 1st Monday in January and every Monday thereafter, EXCLUDING HOLIDAYS, until last Monday in December. FY03 Jan.6, 2003 thru Dec. 29, 2003 excluding holidays. Furnish all labor, materials and equipment necessary to provide trash and refuse removal services at the Jennings Randolph Lake facilities. Attachments: 1. Specifications 2. Wage Determination Decision No. 94-2573 (REV. 18) dated May 28, 2002 of the Secretary of Labor is Applicable for the requirement. Contractor must be registered with the Central Contracting Registration (CCR). Please contact the website for additional information: www.ccr.gov or telephone 1- 888-CCR-2423 to obtain a package to complete. Award will not be issued to an unregistered vendor. Vendor must submit the following information with bid response. Tax identification (TIN), Dun &amp; Bradstreet number and cage code number. P.O.C. Patty Mazzone @ (304) 355-2346 P.O.C. (Contracting Division) Sandy Wicks @ (410) 962-3987 Fax (410) 962-0933 PURCHASE REQUEST NUMBER: W81W3G-2347-7716</p>	48	Each		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>FY03 TRASH REMOVAL HOWELL RUN PICNIC FFP FY03 TRASH REMOVAL HOWELL RUN PICNIC AREA 2nd Monday in April, 2003 (14th) through 2nd Monday October, 2003 (13th) PURCHASE REQUEST NUMBER: W81W3G-2347-7716</p>	29	Each		

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FY03 TRASH REMOVAL RWCC CAMPGROUND BASE FFP FY03 TRASH REMOVAL RWCC CAMPGROUND BASE YEAR. Monday in May, 2003 (12th) through 2nd Monday in October, 2003 (13th). PURCHASE REQUEST NUMBER: W81W3G-2347-7716	25	Each	2nd	

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	FY03 TRASH REMOVAL HOWELL RUN BOAT FFP FY03 TRASH REMOVAL HOWELL RUN BOAT LAUNCH BASE YEAR. 2nd Monday in April, 2003 (14th) through 2nd Monday in October, 2003 (13th). PURCHASE REQUEST NUMBER: W81W3G-2347-7716	29	Each		

---

NET AMT

FOB: Destination

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

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

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	13-DEC-2002	48	LMO - SUPPLY BRANCH MARK HARRIS CITY CRESENT BUILDING 10 SOUTH HOWARD STREET BALTIMORE MD 21201-2530 410-962-2018 FOB: Destination	E170100
0002	13-DEC-2002	29	(SAME AS PREVIOUS LOCATION) FOB: Destination	E170100
0003	13-DEC-2002	25	(SAME AS PREVIOUS LOCATION) FOB: Destination	E170100
0004	13-DEC-2002	29	(SAME AS PREVIOUS LOCATION) FOB: Destination	E170100

## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-6 Alt I	Notice of Total Small Business Set-Aside (Jul 1996) - Alternate I	OCT 1995
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 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

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)  
(MAY 2002)

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

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

(i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).

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

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

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

(2) Listed below are additional clauses that apply:

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

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

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

(iv) 52.232-25, Prompt Payment (Feb 2002).

(v) 52.233-1, Disputes (Dec 1998).

(vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Mar 2001).

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

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

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

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

(ii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iii) 52.222-36, Affirmative Action for Workers with Disabilities (APR 1984) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(iv) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(v) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vi) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Dec 2001) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act --Supplies (May 2002) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

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

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

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)

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

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

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

(xi) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

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

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

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

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

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

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

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have

been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

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

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

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

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

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

(End of clause)

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

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

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

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.

SPECIFICATIONS

**SPECIFICATIONS FOR TRASH AND REFUSE REMOVAL**

**JENNINGS RANDOLPH LAKE**

**P.O. BOX 247**

**ELK GARDEN, WEST VIRGINIA 26717**

**ARTICLE NO. 1 - GENERAL**

**1.A.** The contractor shall furnish all necessary labor, equipment and containers necessary for trash collection and refuse removal at the public use areas and administrative facilities at Jennings Randolph Lake.

**1.B.** The contractor shall provide eight (8) dumpsters or containers, each approximately three (3) cubic yards in volume. The containers will be of the top loading type and will be located as follows: One (1) at the maintenance shop, one (1) at the boat launch, two (2) at the picnic area, and four (4) at the campground. The containers shall be freshly painted within the last year, shall be clearly marked with the work "REFUSE" in 12-inch block letters on the sides and front, and the containers shall be kept in good repair throughout the life of the contract. All containers shall be subject to the approval of the Operations Manager.

**1.C.** All refuse and trash will be removed from within and adjacent to each container at the hereinafter specified time of collection. Suitable covers must be provided for all vehicles to prevent scattering of paper and other debris during transit. Any spillage on Government property or adjacent highways will be cleaned up immediately.

**1.D.** The contractor shall dispose of all garbage, trash, debris, and refuse off the project site in accordance with all applicable laws, rules and regulations governing disposal of solid waste materials.

#### **ARTICLE NO. 2 - CONTRACTOR CAPABILITY REQUIREMENTS**

**2.A.** The contractor must furnish sufficient labor, equipment and supplies to perform all work required. All materials, equipment and supplies furnished by the contractor will be subject to the approval of the Operations Manager.

**2.B.** All work is to be performed between 8:00 AM and NOON.

**2.C.** The contractor may be subject to extensive visitor contact while performing duties. All contractor employees shall be clean and neat in appearance and wear appropriate clothing subject to the approval of the Operations Manager. Questions from visitors to contractor personnel regarding policy or management of the facilities shall be referred to Park personnel.

**2.D.** All work shall be performed in an orderly and workmanlike manner and shall meet the approval of the Operations Manager. If services are found to be deficient in workmanship or otherwise unacceptable, the Government reserves the right to reject such services and require that the work be performed again at no additional cost to the Government.

**2.E.** Prospective bidders are encouraged to visit and inspect the actual locations of the containers and to discuss the contract requirements with the Operations Manager prior to submitting a bid.

#### **ARTICLE NO. 3 - SAFETY REQUIREMENTS**

**3.A.** Equipment and vehicles will be used or parked only at locations designated by the Operations Manager. Trucks or other vehicles will not be driven or parked in unsafe positions or off designated roadways and parking areas. Drivers of all contractor vehicles will comply with all applicable local, state and federal laws and regulations.

**3.B.** Special care must be exercised to avoid damaging any facility and the contractor will repair or restore any damage to said facilities (buildings, signposts, trees, shrubbery, roadways, etc.) resulting from the contractor's failure to exercise reasonable care in the performance of the work. If the contractor fails or refuses to repair any such damage promptly, the Operations Manager may have the work performed by others and charge the cost thereof to the contractor. The contractor will exercise extreme care to protect all visitors from injury and their property from harm and/or damage.

**3.C.** All equipment and vehicles shall comply with all applicable local, state and federal laws and regulations.

**3.D.** Visitor safety is just as much a concern as any other feature of the work. The contractor will exercise extraordinary caution and extreme care to assure that trash and refuse removal operations do not endanger the visiting public.

#### **ARTICLE NO. 4 - FREQUENCY OF COLLECTION**

**4.A. MAINTENANCE SHOP:** Beginning on the first Monday in January and every Monday thereafter, EXCLUDING HOLIDAYS, until and including the last Monday in December for a total of 48 collections (one container) per year.

**4.B. HOWELL RUN PICNIC AREA:** Beginning on the second Monday in April and every Monday thereafter, HOLIDAYS INCLUDED, until and including the second Monday in October for a total of 29 collections (two containers) each year.

**4.C. ROBERT W. CRAIG CAMPGROUND:** Beginning on the second Monday in May and every Monday thereafter, HOLIDAYS INCLUDED, until and including the second Monday in October for a total of 25 collections (four containers) each year.

**4.D. HOWELL RUN BOAT LAUNCH:** Beginning the second Monday in April and every Monday thereafter, HOLIDAYS INCLUDED, until and including the second Monday in October for a total of 29 collections (one container) each year.

**BIDDERS NOTE:**           **ALL CONTAINERS TO BE IN POSITION BY 1 APRIL EACH YEAR EXCEPT FOR THE ONE AT THE MAINTENANCE SHOP WHICH MUST BE IN POSITION BY 01 JANUARY.**

**ARTICLE NO. 5. - CONTINUING CONTRACTS**

**5.A.** This is a continuing contract as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservation of funds from future congressional appropriations. The responsibilities of the Government are limited by this clause, notwithstanding any contrary provision of the "Basis of Payment" clause or any other clause of this contract.

**5.B.** A reasonable sum of money has been reserved for this contract and is available for payments to the contractor during this Fiscal Year. It is expected that Congress will make appropriations for future fiscal years from which additional funds will be reserved for this contract.

**5.C.** Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs 5.F., 5.G., 5.H., and 5.I. below. No such failure shall constitute a breach of this contract except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefor.

**5.D.** The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the contractor in writing of any additional funds reserved for the contract.

**5.E.** If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

**5.F.** No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, for the Renegotiation Board, as in effect on the first day of the delay in such payment.

**5.G.** Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment.

**5.H.** An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

**5.I.** If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

**5.J.** If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

**ARTICLE NO. 6 - BASIS OF PAYMENT**

**6.A.** Payment shall be made on a monthly basis unless otherwise authorized by the Operations Manager.

**6.B.** Invoices for payment are to be submitted to:

**Operations Manager  
Jennings Randolph Lake  
P.O. Box 247  
Elk Garden, WV 26717  
Phone (304) 355-2346**

**6.C.** Bids will be submitted on the attached Unit Price Schedule. Due to the vagaries of visitation the estimated frequency and estimated number of services for each facility may be subject to significant variation. However, prospective bidders are advised that no adjustments in contract unit prices will be considered for deviations of less than 50% above or below the estimated number of services shown in the Unit Price Schedule.

**ARTICLE NO. 7 - CONTRACT PERIOD**

**7.A.** This contract shall begin on January 01, 2002 or the date of contract award, whichever is later, and shall end on December 31, 2002, both dates inclusive, unless terminated sooner under the provisions of this contract.

**7.B.** In addition to the period set forth above, the Government may elect to renew the contract in yearly increments not to exceed a total of two additional increments. *If the Government elects to renew the contract, the same contract conditions and contract unit prices will prevail in the renewal period as in the initial period.* The option for renewal of one, both, or none of the additional periods is solely at the discretion of the Government and the contractor shall make no claim for any reason as a result of the Government exercising or failing to exercise this option.

**7.C.** The period of service for Option Year 1, if exercised, shall be from January 01, 2003 through December 31, 2003.

**7.D.** The period of service for Option Year 2, if exercised, shall be from January 01, 2004 through December 31, 2004.

**UNIT PRICE SCHEDULE**

<b>LOCATION</b>	<b>START</b>	<b>FINISH</b>	<b>FREQUENCY</b>	<b>#</b>	<b>EACH</b>	<b>TOTAL \$</b>
MAINT SHOP	JANUARY	DECEMBER	MONDAYS	48	\$ _____	\$ _____
PICNIC AREA	APRIL	OCTOBER	MONDAYS	29	\$ _____	\$ _____
CAMPGROUND	MAY	OCTOBER	MONDAYS	25	\$ _____	\$ _____
BOAT LAUNCH	APRIL	OCTOBER	MONDAYS	29	\$ _____	\$ _____

**TOTAL FOR BASE YEAR \$ \_\_\_\_\_**

**TOTAL FOR OPTION YEAR #1 (same as base year) \$ \_\_\_\_\_**

**TOTAL FOR OPTION YEAR #2 (same as base year) \$ \_\_\_\_\_**

**GRAND TOTAL \$ \_\_\_\_\_**

WAGE DETERMINATION DECISION

**WAGE DETERMINATION DECISION  
of the SECRETARY OF LABOR**

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

Decision No. 94-2573 (Rev. 19) dated 28 May 2002

**State(e): Kentucky, Ohio, West Virginia**

Areas: Kentucky COUNTIES OF Boyd, Carter, Elliott, Floyd, Greenup, Johnson, Lawrence, Lewis, Magoffin, Martin, Pike  
Ohio COUNTIES OF Monroe, Morgan, Noble, Washington  
West Virginia Counties of Barbour, Boone, Braxton, Brooke, Cabell, Calhoun, Clay, Doddridge, Fayette, Gilmer, Grant, Greenbrier, Hampshire, Hancock, Hardy, Harrison, Jackson, Kanawha, Lewis, Lincoln, Logan, Marion, Marshall, Mason, McDowell, Mercer, Mineral, Mingo, Monongalia, Monroe, Morgan, Nicholas, Ohio, Pendleton, Pleasants, Pocahontas, Preston, Putnam, Raleigh, Randolph, Ritchie, Roane, Summers, Taylor, Tucker, Tyler, Upshur, Wayne, Webster, Wetzell, Wirt, Wood, Wyoming

Note: West Virginia include all counties except Berkeley and Jefferson counties.

WAGE DETERMINATION NO: 94-2573 REV (19) AREA: WV,STATEWIDE

WAGE DETERMINATION NO: 94-2573 REV (19) AREA: WV,STATEWIDE

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 | Division of | Wage Determination No.: 1994-2573  
 Director | Wage Determinations | Revision No.: 19  
 | | Date Of Last Revision: 05/28/2002

States: Kentucky, Ohio, West Virginia  
 Area: Kentucky Counties of Boyd, Carter, Elliott, Floyd, Greenup, Johnson, Lawrence,  
 Lewis, Magoffin, Martin, Pike  
 Ohio Counties of Monroe, Morgan, Noble, Washington  
 West Virginia - All Counties except : Berkeley, Jefferson  
 Note: West Virginia include all counties except Berkeley and Jefferson counties.

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

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.21
Accounting Clerk II	10.37
Accounting Clerk III	18.04
Accounting Clerk IV	20.19
Court Reporter	16.96

Dispatcher, Motor Vehicle	14.02
Document Preparation Clerk	11.14
Duplicating Machine Operator	11.19
Film/Tape Librarian	11.99
General Clerk I	8.54
General Clerk II	9.60
General Clerk III	12.02
General Clerk IV	13.50
Housing Referral Assistant	14.85
Key Entry Operator I	8.28
Key Entry Operator II	12.18
Messenger (Courier)	7.53
Order Clerk I	7.94
Order Clerk II	9.53
Personnel Assistant (Employment) I	10.98
Personnel Assistant (Employment) II	12.32
Personnel Assistant (Employment) III	15.43
Personnel Assistant (Employment) IV	17.34
Production Control Clerk	15.63
Rental Clerk	11.99
Scheduler, Maintenance	11.99
Secretary I	11.99
Secretary II	13.41
Secretary III	14.63
Secretary IV	16.51
Secretary V	18.29
Service Order Dispatcher	13.19
Stenographer I	13.51
Stenographer II	15.17
Supply Technician	16.32
Survey Worker (Interviewer)	13.41
Switchboard Operator-Receptionist	7.71
Test Examiner	13.41
Test Proctor	13.41
Travel Clerk I	9.86
Travel Clerk II	10.98
Travel Clerk III	11.72
Word Processor I	10.61
Word Processor II	11.91
Word Processor III	13.32
Automatic Data Processing Occupations	
Computer Data Librarian	9.20
Computer Operator I	10.32
Computer Operator II	11.57
Computer Operator III	12.87
Computer Operator IV	14.30
Computer Operator V	15.84
Computer Programmer I (1)	14.22
Computer Programmer II (1)	17.60
Computer Programmer III (1)	21.49
Computer Programmer IV (1)	26.05
Computer Systems Analyst I (1)	20.39
Computer Systems Analyst II (1)	24.66
Computer Systems Analyst III (1)	26.66
Peripheral Equipment Operator	10.69
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	15.24
Automotive Glass Installer	14.02
Automotive Worker	14.02
Electrician, Automotive	14.52

Mobile Equipment Servicer	12.99
Motor Equipment Metal Mechanic	15.03
Motor Equipment Metal Worker	14.02
Motor Vehicle Mechanic	15.03
Motor Vehicle Mechanic Helper	12.44
Motor Vehicle Upholstery Worker	13.53
Motor Vehicle Wrecker	14.02
Painter, Automotive	14.52
Radiator Repair Specialist	14.02
Tire Repairer	12.55
Transmission Repair Specialist	15.04
Food Preparation and Service Occupations	
Baker	9.39
Cook I	8.68
Cook II	9.39
Dishwasher	7.16
Food Service Worker	7.16
Meat Cutter	10.41
Waiter/Waitress	7.65
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	14.72
Furniture Handler	11.58
Furniture Refinisher	14.72
Furniture Refinisher Helper	12.62
Furniture Repairer, Minor	13.71
Upholsterer	14.72
General Services and Support Occupations	
Cleaner, Vehicles	7.38
Elevator Operator	7.99
Gardener	8.75
House Keeping Aid I	6.66
House Keeping Aid II	7.16
Janitor	8.01
Laborer, Grounds Maintenance	7.71
Maid or Houseman	6.66
Pest Controller	10.42
Refuse Collector	8.43
Tractor Operator	8.82
Window Cleaner	8.54
Health Occupations	
Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	10.38
Licensed Practical Nurse II	11.64
Licensed Practical Nurse III	13.02
Medical Assistant	9.77
Medical Laboratory Technician	12.23
Medical Record Clerk	10.77
Medical Record Technician	13.54
Nursing Assistant I	7.42
Nursing Assistant II	8.30
Nursing Assistant III	9.06
Nursing Assistant IV	10.17
Pharmacy Technician	12.19
Phlebotomist	11.90
Registered Nurse I	15.34
Registered Nurse II	18.80
Registered Nurse II, Specialist	18.80
Registered Nurse III	22.71
Registered Nurse III, Anesthetist	22.71

Registered Nurse IV	27.21
Information and Arts Occupations	
Audiovisual Librarian	18.16
Exhibits Specialist I	12.91
Exhibits Specialist II	15.99
Exhibits Specialist III	19.56
Illustrator I	12.91
Illustrator II	15.99
Illustrator III	19.56
Librarian	18.29
Library Technician	13.41
Photographer I	12.30
Photographer II	13.71
Photographer III	16.98
Photographer IV	20.76
Photographer V	25.11
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.06
Counter Attendant	7.06
Dry Cleaner	9.08
Finisher, Flatwork, Machine	7.06
Presser, Hand	7.06
Presser, Machine, Drycleaning	7.06
Presser, Machine, Shirts	7.06
Presser, Machine, Wearing Apparel, Laundry	7.06
Sewing Machine Operator	9.74
Tailor	10.35
Washer, Machine	7.69
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	14.72
Tool and Die Maker	15.27
Material Handling and Packing Occupations	
Forklift Operator	12.34
Fuel Distribution System Operator	15.50
Material Coordinator	15.22
Material Expediter	15.22
Material Handling Laborer	8.18
Order Filler	10.71
Production Line Worker (Food Processing)	12.21
Shipping Packer	10.42
Shipping/Receiving Clerk	9.89
Stock Clerk (Shelf Stocker; Store Worker II)	12.55
Store Worker I	10.15
Tools and Parts Attendant	12.21
Warehouse Specialist	12.21
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	17.02
Aircraft Mechanic Helper	14.01
Aircraft Quality Control Inspector	17.50
Aircraft Servicer	15.22
Aircraft Worker	15.77
Appliance Mechanic	14.72
Bicycle Repairer	12.72
Cable Splicer	19.28
Carpenter, Maintenance	14.93
Carpet Layer	14.21
Electrician, Maintenance	17.42
Electronics Technician, Maintenance I	11.37
Electronics Technician, Maintenance II	19.27
Electronics Technician, Maintenance III	20.03

Fabric Worker	13.71
Fire Alarm System Mechanic	17.53
Fire Extinguisher Repairer	15.15
Fuel Distribution System Mechanic	19.03
General Maintenance Worker	14.21
Heating, Refrigeration and Air Conditioning Mechanic	15.44
Heavy Equipment Mechanic	17.42
Heavy Equipment Operator	13.64
Instrument Mechanic	17.53
Laborer	7.26
Locksmith	14.72
Machinery Maintenance Mechanic	17.53
Machinist, Maintenance	15.24
Maintenance Trades Helper	12.62
Millwright	16.70
Office Appliance Repairer	15.64
Painter, Aircraft	14.72
Painter, Maintenance	14.72
Pipefitter, Maintenance	17.53
Plumber, Maintenance	16.93
Pneudraulic Systems Mechanic	17.53
Rigger	16.24
Scale Mechanic	16.34
Sheet-Metal Worker, Maintenance	17.95
Small Engine Mechanic	14.20
Telecommunication Mechanic I	15.24
Telecommunication Mechanic II	15.77
Telephone Lineman	16.24
Welder, Combination, Maintenance	15.24
Well Driller	17.53
Woodcraft Worker	16.24
Woodworker	14.72
Miscellaneous Occupations	
Animal Caretaker	7.97
Carnival Equipment Operator	8.75
Carnival Equipment Repairer	9.16
Carnival Worker	7.16
Cashier	6.80
Desk Clerk	6.58
Embalmer	17.93
Lifeguard	9.33
Mortician	18.23
Park Attendant (Aide)	9.33
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.30
Recreation Specialist	9.13
Recycling Worker	9.81
Sales Clerk	7.43
School Crossing Guard (Crosswalk Attendant)	7.96
Sport Official	6.46
Survey Party Chief (Chief of Party)	10.99
Surveying Aide	6.80
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	9.33
Swimming Pool Operator	10.42
Vending Machine Attendant	9.24
Vending Machine Repairer	10.41
Vending Machine Repairer Helper	9.24
Personal Needs Occupations	
Child Care Attendant	6.88
Child Care Center Clerk	8.59
Chore Aid	6.66

Homemaker	9.13
Plant and System Operation Occupations	
Boiler Tender	17.70
Sewage Plant Operator	15.32
Stationary Engineer	17.70
Ventilation Equipment Tender	12.62
Water Treatment Plant Operator	14.72
Protective Service Occupations	
Alarm Monitor	8.20
Corrections Officer	12.03
Court Security Officer	13.78
Detention Officer	12.92
Firefighter	13.49
Guard I	7.81
Guard II	8.74
Police Officer	16.15
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	14.69
Hatch Tender	14.64
Line Handler	14.64
Stevedore I	13.25
Stevedore II	14.31
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	16.07
Archeological Technician II	17.96
Archeological Technician III	22.26
Cartographic Technician	19.75
Civil Engineering Technician	17.60
Computer Based Training (CBT) Specialist/ Instructor	18.46
Drafter I	11.32
Drafter II	16.78
Drafter III	20.47
Drafter IV	22.26
Engineering Technician I	14.25
Engineering Technician II	15.99
Engineering Technician III	19.55
Engineering Technician IV	23.78
Engineering Technician V	29.63
Engineering Technician VI	35.53
Environmental Technician	14.30
Flight Simulator/Instructor (Pilot)	21.89
Graphic Artist	16.46
Instructor	17.56
Laboratory Technician	12.63
Mathematical Technician	21.43
Paralegal/Legal Assistant I	14.63
Paralegal/Legal Assistant II	16.51
Paralegal/Legal Assistant III	20.19
Paralegal/Legal Assistant IV	24.44
Photooptics Technician	22.92
Technical Writer	19.23
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)	14.52

Weather Observer, Senior (3)	16.12
Weather Observer, Upper Air (3)	14.52
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	10.66
Parking and Lot Attendant	6.91
Shuttle Bus Driver	10.51
Taxi Driver	8.48
Truckdriver, Heavy Truck	13.53
Truckdriver, Light Truck	10.15
Truckdriver, Medium Truck	12.19
Truckdriver, Tractor-Trailer	13.53

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.