

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-3079-5781		PAGE 1 OF 30		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0052		6. SOLICITATION ISSUE DATE 15-Apr-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 04:00 PM 15 Apr 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: 3621 SIZE STANDARD: 750 employers			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	
15. DELIVER TO OPS DIV SUSQUEHANNA RIVER PROJ RONALD BRYDEN P.O. BOX 369 DANVILLE PA 17821-0369 TEL: (570) 893-4251 FAX:		CODE E1R0400	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>2</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 checked="" 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	REPLACEMENT AUTOMATIC TRANSFER SWITCH FFP REPLACEMENT AUTOMATIC TRANSFER SWITCH FOR STANDBY GENERATOR IN OPERATING TOWER AT BUSH DAM IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. ATTACHED: 1) WAGE DETERMINATION DECISION 2) SPECIFICATIONS CONTRACTOR MUST BE REGISTERED WITH THE CENTRAL CONTRACTOR 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 NUMBER (TIN), DUN & BRADSTREET NUMBER AND CAGE CODE NUMBER. Requestor: Ronald Bryden @ (570)893-4251 POC (Contracting Office) Sandy Wicks @ (410) 962-3987 fax (410) 962-0933 PURCHASE REQUEST NUMBER: W81W3G-3079-5781	1	Lump Sum		

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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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	02-MAY-2003	1	OPS DIV SUSQUEHANNA RIVER PROJ RONALD BRYDEN P.O. BOX 369 DANVILLE PA 17821-0369 (570) 893-4251 FOB: Destination	E1R0400

## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.211-5	Material Requirements	AUG 2000
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.219-3	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
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-16	Responsibility For Supplies	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
252.225-7001	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
252.225-7016	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

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or

quotes are requested in this solicitation is (are) economically advantageous to the Government.

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Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
ITEM	QUANTITY	QUOTATION	TOTAL
PRICE			
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

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)

#### 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(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.

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

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

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

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

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

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

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

Qualifying Country End Products

Line Item Number

Country of Origin

\_\_\_\_\_  
(List only qualifying country end products.)

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

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

STATEMENT OF WORK

REPLACEMENT AUTOMATIC TRANSFER SWITCH FOR TOWER GENERATOR  
 ALVIN R. BUSH DAM  
 RENOVO, PENNSYLVANIA

GENERAL BID SPECIFICATIONS

SECTION B

PRICES/COSTS

The Contractor, as an independent Contractor and not as an agent of the Government, shall furnish all labor, supervision, plant, materials, equipment and supplies to remove and replace automatic transfer switch for the stand-by generator in the operation tower at Alvin R. Bush Dam at Renovo, PA. in accordance with the specifications and drawings/plates of the contract.

ITEM	DESCRIPTION	QTY	U/I	UNIT PRICE	AMOUNT
0001	Remove & Replace transfer switch	1	LS	\$_____	\$_____
Total Items					\$_____

END OF SECTION B

## SECTION C

### I. STATEMENT OF WORK

C.1 Statement of Work: The Contractor shall provide labor, supervision, plant, materials, equipment and supplies to complete the following work on the stand-by generator control and transfer system in the operating tower at Alvin R. Bush Dam:

- a. Remove and dispose of and replace the automatic transfer switch.
- b. Complete all required testing of new switch gear and provide inspection.

C.1.1 Location: Alvin R. Bush Dam is located at 3848 Kettle Creek Road, approximately 7 miles off SR 120, approximately 14 miles west of Renovo, in Clinton County, Pennsylvania. See Attachment #1.

### II. SPECIAL CONDITIONS

C.2 Site Inspections: For the benefit of prospective bidders, a site inspection is highly recommended. To arrange for an inspection on site prior to bidding, contact the Head Dam Operator, Mr. Curt Anderson at (570) 923-1800.

C.2.1 Commencement of Work: All parts and equipment will be ordered within 30 calendar days after notification of Award of Bid and work shall be completed within 30 calendar days of receipt of materials. The start date will be coordinated with the Head Dam Operator.

C.2.2 Performance of Work: The Contractor shall perform work only during normal Corps of Engineers duty hours (7:30 a.m. to 4:00 p.m., Monday through Friday, excluding national holidays). Exceptions to this condition must be coordinated with and approved in advance by the Project Manager, Susquehanna River Project.

C.2.3 Accident Prevention: In performing this contract, the Contractor shall comply with all current Federal, State and Local safety regulations, including Corps of Engineers Safety and Health Requirement Manual EM 385-1-1, and shall comply with any subsequent changes. The Corps of Engineers Safety and Health Requirement Manual EM 385-1-1 may be found on the World Wide Web at <http://www.hq.usace.army.mil/ceso/cesopub.htm>. Prior to commencement of work under this contract, the Contractor shall furnish the following for approval by the Government:

- (a) Hazard Analysis Plan Section I, Article 01.A.06, EM 385-1-1, dated 03 Sep 96
- (b) Accident Prevention Plan Section I, Article 01.A.07, Em 385-1-1, dated 03 Sep 96
- (c) Activity Hazard Analyses Section I, Article 01.A.09, EM 385-1-1, dated 03 Sept 96

C.2.4 Accident Reporting: In the event of an accident or injury involving contractor personnel or equipment in performance of work, the Contractor shall immediately notify the Government representative by the most expedient means feasible. If instructed so, the Contractor shall complete forms furnished, and/or provide a written description of the incident within 24 hours of notification to do so.

C.2.5 Operations and Storage Areas: The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the Head Dam Operator. The Contractor shall hold and save the Government, its officers and agents free and harmless from liability of any nature occasioned by the Contractor's performance.

C.2.6 Housekeeping: The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work site and premises, any rubbish, tools, equipment and materials that are not property of the Government. Upon completing the work, the Contractor shall restore the work area to the original condition, satisfactory to the Contracting Officer.

C.2.7 Environmental Protection: The Contractor is required to comply with all Federal, State and Local environmental regulations.

C.2.8 Permits and Licenses: The Contractor shall, at his/her own expense, obtain any license or permits required to perform the contract. The Contractor shall comply with all Federal, State and Local laws and regulations and shall comply with any subsequent changes.

C.2.9 Records and Reports: In addition to the administrative requirements dictated elsewhere in this contract, the Contractor shall complete a Daily Construction Quality Control Report form to maintain record of contract performance, accident/injury incidence, and observance of project deficiencies. Forms will be distributed at pre-work conference.

C.2.10 Superintendent: The Contractor shall act as, or provide a Superintendent who is responsible for quality control whenever the work specified herein is being performed. The Superintendent shall conduct overall management coordination and be the central point of contact with the Government for performance of all work under this contract. The Superintendent and any individual designated to act for him/her shall have full authority to contractually commit the Contractor for prompt action on matters pertaining to the administration of the entire contract. Such authorization shall be submitted in writing to the Government representative. The Superintendent shall deal directly with the designated, for normal day-to-day administration of the contract provisions. Superintendent's (s) will be required to attend pre-work conference prior to commencing work under this contract.

C.2.11 Project Operation: Alvin R. Bush Dam is a flood control project and the Contractor's access to the work area and the execution of the requirements specified herein shall not interfere with the daily operations of the dam or employees. It is the responsibility of the Contractor to coordinate all work with the Head Dam Operator or his assistant.

### III SPECIFICATIONS

C.3 General: The Contractor shall provide all labor, equipment, tools and materials necessary for the removal and replacement of the automatic transfer switch. All work shall meet requirements of National Electric Code standards and will meet or exceed the following technical specifications:.

C.3.1 Technical Specifications:

- a. Switch shall be Onan LT III Series – Automatic or equivalent
- b. Switch shall be equipped with Level 2 Control and shall include the following:
  - adjustable time control options for start, transfer, retransfer, and stop
  - undervoltage sensing
  - LED status indicators for Source Available and Switch.
  - LED indicator for Position on Normal and Emergency.
  - Remote test terminals
  - Momentary test switch
  - Retransfer Bypass Switch
  - 7 day exerciser clock with or without load
  - Auto/Manual retransfer
  - 2 amp battery charger
- c. The following options shall be included:
  - 200 amp rated switch gear and panel
  - Mechanically held normal and emergency sides latching relay
  - 240 VAC line - line rating
  - 60 Hz frequency rating
  - UL type 1 general purpose indoor enclosure
  - Single Phase 3 wire system option
  - Control package B
  - 1-3 second programmed transition
  - UL 1008 certified system
  - 2 amp 12 v DC battery charger

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. 94-2451 (Rev. 22) dated 28 May 2002  
I. \_\_\_\_\_

**State(s): Ohio, Pennsylvania**

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

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

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

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 \*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
 WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2451
Director	Wage Determinations	Revision No.: 22
		Date Of Last Revision: 05/28/2002

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

—

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

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	
11.00	
Accounting Clerk II	
12.04	
Accounting Clerk III	
14.97	
Accounting Clerk IV	
20.33	
Court Reporter	
14.69	
Dispatcher, Motor Vehicle	
11.83	
Document Preparation Clerk	
11.66	
Duplicating Machine Operator	
10.49	
Film/Tape Librarian	
12.05	
General Clerk I	
7.76	

General Clerk II  
8.66  
General Clerk III  
10.69  
General Clerk IV  
13.35  
Housing Referral Assistant  
15.93  
Key Entry Operator I  
9.14  
Key Entry Operator II  
11.13  
Messenger (Courier)  
8.74  
Order Clerk I  
11.97  
Order Clerk II  
14.31  
Personnel Assistant (Employment) I  
12.33  
Personnel Assistant (Employment) II  
13.75  
Personnel Assistant (Employment) III  
14.39  
Personnel Assistant (Employment) IV  
17.80  
Production Control Clerk  
16.30  
Rental Clerk  
12.05  
Scheduler, Maintenance  
13.55  
Secretary I  
13.55  
Secretary II  
13.82  
Secretary III  
15.93  
Secretary IV  
18.17  
Secretary V  
20.13  
Service Order Dispatcher  
12.05  
Stenographer I  
12.79  
Stenographer II  
14.30  
Supply Technician  
18.17  
Survey Worker (Interviewer)  
11.51

Switchboard Operator-Receptionist  
9.63  
Test Examiner  
12.94  
Test Proctor  
12.94  
Travel Clerk I  
10.17  
Travel Clerk II  
10.90  
Travel Clerk III  
11.71  
Word Processor I  
11.61  
Word Processor II  
15.43  
Word Processor III  
16.54  
Automatic Data Processing Occupations  
Computer Data Librarian  
11.81  
Computer Operator I  
11.76  
Computer Operator II  
12.91  
Computer Operator III  
18.29  
Computer Operator IV  
20.32  
Computer Operator V  
22.49  
Computer Programmer I (1)  
18.47  
Computer Programmer II (1)  
21.00  
Computer Programmer III (1)  
25.20  
Computer Programmer IV (1)  
27.62  
Computer Systems Analyst I (1)  
19.57  
Computer Systems Analyst II (1)  
24.98  
Computer Systems Analyst III (1)  
27.62  
Peripheral Equipment Operator  
13.96  
Automotive Service Occupations  
Automotive Body Repairer, Fiberglass  
16.80  
Automotive Glass Installer  
15.60

Automotive Worker  
15.60  
Electrician, Automotive  
16.22  
Mobile Equipment Servicer  
14.46  
Motor Equipment Metal Mechanic  
16.80  
Motor Equipment Metal Worker  
15.60  
Motor Vehicle Mechanic  
17.06  
Motor Vehicle Mechanic Helper  
13.89  
Motor Vehicle Upholstery Worker  
15.03  
Motor Vehicle Wrecker  
15.60  
Painter, Automotive  
16.22  
Radiator Repair Specialist  
15.60  
Tire Repairer  
13.96  
Transmission Repair Specialist  
16.80  
Food Preparation and Service Occupations  
Baker  
10.98  
Cook I  
10.16  
Cook II  
10.98  
Dishwasher  
8.33  
Food Service Worker  
8.37  
Meat Cutter  
11.08  
Waiter/Waitress  
8.86  
Furniture Maintenance and Repair Occupations  
Electrostatic Spray Painter  
16.22  
Furniture Handler  
12.62  
Furniture Refinisher  
16.22  
Furniture Refinisher Helper  
13.89  
Furniture Repairer, Minor  
15.03

Upholsterer  
16.22  
General Services and Support Occupations  
Cleaner, Vehicles  
8.44  
Elevator Operator  
11.02  
Gardener  
10.36  
House Keeping Aid I  
8.93  
House Keeping Aid II  
9.58  
Janitor  
11.02  
Laborer, Grounds Maintenance  
9.03  
Maid or Houseman  
8.93  
Pest Controller  
12.21  
Refuse Collector  
11.02  
Tractor Operator  
9.97  
Window Cleaner  
11.72  
Health Occupations  
Dental Assistant  
10.93  
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver  
10.93  
Licensed Practical Nurse I  
12.06  
Licensed Practical Nurse II  
13.55  
Licensed Practical Nurse III  
15.15  
Medical Assistant  
10.66  
Medical Laboratory Technician  
12.93  
Medical Record Clerk  
11.24  
Medical Record Technician  
13.54  
Nursing Assistant I  
7.93  
Nursing Assistant II  
8.92  
Nursing Assistant III  
9.73

Nursing Assistant IV  
10.92  
Pharmacy Technician  
12.19  
Phlebotomist  
12.93  
Registered Nurse I  
19.16  
Registered Nurse II  
20.13  
Registered Nurse II, Specialist  
22.06  
Registered Nurse III  
27.85  
Registered Nurse III, Anesthetist  
27.85  
Registered Nurse IV  
29.35  
Information and Arts Occupations  
Audiovisual Librarian  
16.54  
Exhibits Specialist I  
20.46  
Exhibits Specialist II  
26.07  
Exhibits Specialist III  
28.16  
Illustrator I  
17.66  
Illustrator II  
22.51  
Illustrator III  
24.32  
Librarian  
24.58  
Library Technician  
13.89  
Photographer I  
13.80  
Photographer II  
16.58  
Photographer III  
21.13  
Photographer IV  
22.83  
Photographer V  
27.60  
Laundry, Dry Cleaning, Pressing and Related Occupations  
Assembler  
8.25  
Counter Attendant  
8.25

Dry Cleaner  
10.11  
Finisher, Flatwork, Machine  
8.25  
Presser, Hand  
8.25  
Presser, Machine, Drycleaning  
8.25  
Presser, Machine, Shirts  
8.25  
Presser, Machine, Wearing Apparel, Laundry  
8.25  
Sewing Machine Operator  
10.80  
Tailor  
11.48  
Washer, Machine  
8.94  
Machine Tool Operation and Repair Occupations  
Machine-Tool Operator (Toolroom)  
16.21  
Tool and Die Maker  
22.76  
Material Handling and Packing Occupations  
Forklift Operator  
13.68  
Fuel Distribution System Operator  
16.62  
Material Coordinator  
16.89  
Material Expediter  
16.89  
Material Handling Laborer  
15.05  
Order Filler  
13.89  
Production Line Worker (Food Processing)  
13.61  
Shipping Packer  
13.03  
Shipping/Receiving Clerk  
12.80  
Stock Clerk (Shelf Stocker; Store Worker II)  
13.82  
Store Worker I  
10.91  
Tools and Parts Attendant  
13.61  
Warehouse Specialist  
13.61  
Mechanics and Maintenance and Repair Occupations  
Aircraft Mechanic  
17.58

Aircraft Mechanic Helper  
13.89  
Aircraft Quality Control Inspector  
18.15  
Aircraft Servicer  
15.38  
Aircraft Worker  
16.21  
Appliance Mechanic  
16.22  
Bicycle Repairer  
13.96  
Cable Splicer  
21.69  
Carpenter, Maintenance  
16.89  
Carpet Layer  
17.94  
Electrician, Maintenance  
20.17  
Electronics Technician, Maintenance I  
18.40  
Electronics Technician, Maintenance II  
21.70  
Electronics Technician, Maintenance III  
23.74  
Fabric Worker  
15.03  
Fire Alarm System Mechanic  
17.58  
Fire Extinguisher Repairer  
14.50  
Fuel Distribution System Mechanic  
19.32  
General Maintenance Worker  
15.60  
Heating, Refrigeration and Air Conditioning Mechanic  
16.80  
Heavy Equipment Mechanic  
16.80  
Heavy Equipment Operator  
16.80  
Instrument Mechanic  
17.58  
Laborer  
13.37  
Locksmith  
16.96  
Machinery Maintenance Mechanic  
17.61  
Machinist, Maintenance  
18.41

Maintenance Trades Helper  
13.89  
Millwright  
18.73  
Office Appliance Repairer  
16.96  
Painter, Aircraft  
16.22  
Painter, Maintenance  
17.50  
Pipefitter, Maintenance  
22.74  
Plumber, Maintenance  
18.65  
Pneudraulic Systems Mechanic  
17.58  
Rigger  
17.58  
Scale Mechanic  
16.21  
Sheet-Metal Worker, Maintenance  
18.05  
Small Engine Mechanic  
15.60  
Telecommunication Mechanic I  
16.80  
Telecommunication Mechanic II  
17.25  
Telephone Lineman  
17.58  
Welder, Combination, Maintenance  
16.81  
Well Driller  
16.80  
Woodcraft Worker  
16.80  
Woodworker  
14.45  
Miscellaneous Occupations  
Animal Caretaker  
9.38  
Carnival Equipment Operator  
9.78  
Carnival Equipment Repairer  
10.16  
Carnival Worker  
8.33  
Cashier  
7.10  
Desk Clerk  
7.70  
Embalmer  
18.08

Lifeguard  
8.10  
Mortician  
18.12  
Park Attendant (Aide)  
10.17  
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)  
8.10  
Recreation Specialist  
12.61  
Recycling Worker  
12.94  
Sales Clerk  
8.10  
School Crossing Guard (Crosswalk Attendant)  
8.33  
Sport Official  
7.04  
Survey Party Chief (Chief of Party)  
13.02  
Surveying Aide  
7.75  
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)  
11.83  
Swimming Pool Operator  
14.57  
Vending Machine Attendant  
12.94  
Vending Machine Repairer  
14.57  
Vending Machine Repairer Helper  
12.94  
Personal Needs Occupations  
Child Care Attendant  
9.40  
Child Care Center Clerk  
8.86  
Chore Aid  
8.92  
Homemaker  
10.89  
Plant and System Operation Occupations  
Boiler Tender  
18.89  
Sewage Plant Operator  
16.70  
Stationary Engineer  
18.89  
Ventilation Equipment Tender  
13.89  
Water Treatment Plant Operator  
16.22  
Protective Service Occupations

Alarm Monitor  
12.51  
Corrections Officer  
19.31  
Court Security Officer  
19.31  
Detention Officer  
19.31  
Firefighter  
18.26  
Guard I  
8.23  
Guard II  
13.33  
Police Officer  
22.56  
Stevedoring/Longshoremen Occupations  
Blocker and Bracer  
16.21  
Hatch Tender  
16.21  
Line Handler  
16.21  
Stevedore I  
14.69  
Stevedore II  
15.86  
Technical Occupations  
Air Traffic Control Specialist, Center (2)  
28.44  
Air Traffic Control Specialist, Station (2)  
19.61  
Air Traffic Control Specialist, Terminal (2)  
21.60  
Archeological Technician I  
14.84  
Archeological Technician II  
16.62  
Archeological Technician III  
20.55  
Cartographic Technician  
20.32  
Civil Engineering Technician  
19.74  
Computer Based Training (CBT) Specialist/ Instructor  
24.32  
Drafter I  
12.82  
Drafter II  
16.27  
Drafter III  
19.55

Drafter IV  
25.09  
Engineering Technician I  
16.04  
Engineering Technician II  
18.03  
Engineering Technician III  
20.95  
Engineering Technician IV  
23.96  
Engineering Technician V  
27.44  
Engineering Technician VI  
33.17  
Environmental Technician  
17.43  
Flight Simulator/Instructor (Pilot)  
27.44  
Graphic Artist  
18.69  
Instructor  
21.53  
Laboratory Technician  
18.37  
Mathematical Technician  
23.06  
Paralegal/Legal Assistant I  
14.45  
Paralegal/Legal Assistant II  
18.81  
Paralegal/Legal Assistant III  
22.27  
Paralegal/Legal Assistant IV  
22.93  
Photooptics Technician  
20.05  
Technical Writer  
21.39  
Unexploded (UXO) Safety Escort  
18.08  
Unexploded (UXO) Sweep Personnel  
18.08  
Unexploded Ordnance (UXO) Technician I  
18.08  
Unexploded Ordnance (UXO) Technician II  
21.87  
Unexploded Ordnance (UXO) Technician III  
26.22  
Weather Observer, Combined Upper Air and Surface Programs (3)  
18.24  
Weather Observer, Senior (3)  
19.09

Weather Observer, Upper Air (3)  
 18.24  
 Transportation/ Mobile Equipment Operation Occupations  
 Bus Driver  
 17.12  
 Parking and Lot Attendant  
 8.33  
 Shuttle Bus Driver  
 14.50  
 Taxi Driver  
 9.93  
 Truckdriver, Heavy Truck  
 16.14  
 Truckdriver, Light Truck  
 13.51  
 Truckdriver, Medium Truck  
 15.75  
 Truckdriver, Tractor-Trailer  
 16.46

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3

weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 25 years.  
 Length of service

includes the whole span of continuous service with the present contractor or successor,

wherever employed, and with the predecessor contractors in the performance of similar work

at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King

Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus

Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for

any of the named holidays another day off with pay in accordance with a plan communicated

to the employees involved.) (See 29 CFR 4.174)

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

numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or

professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is

entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the

rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

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

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

