

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-3136-0500		PAGE 1 OF 22			
2. CONTRACT NO. DACW31-03-P-0290		3. AWARD/EFFECTIVE DATE 08-Jul-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0083		6. SOLICITATION ISSUE DATE 24-Jun-2003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME GLORIA J FROST		b. TELEPHONE NUMBER (No Collect Calls) 410-962-3534		8. OFFER DUE DATE/LOCAL TIME 12:00 PM 08 Jul 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 type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input checked="" type="checkbox"/> 8(A)  SIC: 1743 SIZE STANDARD: \$12.0 MILLION		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING		12. DISCOUNT TERMS 0% 7 DAYS, NET 30	
15. DELIVER TO OPS DIV TIOGA HAMMOND COWANESQ PAXTON WHIPPLE RD 1, BOX 65 TIOGA PA 16946		CODE E1R0250		16. ADMINISTERED BY CONTR DIV OPERATIONS BR PO BOX 1715 BALTIMORE MD 21203-1715		CODE E1P0500			
17a. CONTRACTOR/ OFFEROR  UNION CITY CONTRACTORS DUANE CUYLER 469 BAY STREET, SUITE 6 P.O. BOX 93340 ROCHESTER NY 14692-3340  TEL. (585) 654-9801		CODE 1C0H7  FACILITY CODE 1C0H7		18a. PAYMENT WILL BE MADE BY  USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE TOB0200			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule							26. TOTAL AWARD AMOUNT \$13,500.00		
<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 DACW31-03-T-0083 <input checked="" type="checkbox"/> OFFER DATED <u>01-Jul-2003</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			31c. DATE SIGNED 08-Jul-2003		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PATRICIA J HENSLEY / ADDED BY SUMI TEL: 410-962-7718 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	SUPPLY ALL LABOR, EQUIPMENT AND TOOLS, FFP P.O.C.:PAXTON WHIPPLE @ 570-835-5281 BUYER: GLORIA FROST @ 410-962-3534 VENDOR: DUANE CUYLER (585) 654-9801/duanecuyler@aol.com FURNISH ALL LABOR, EQUIPMENT AND TOOLS, EXCEPT AS NOTED IN SPECIFICATIONS, NECESSARY TO INSTALL APPROX. 2318 SQ. FT. OF FLOOR TILE IN DESIGNATED BUILDINGS AT THE TIOGA-HAMMOND PROJECT SITE PER THE ENCLOSED SPECIFICATIONS: ATTACHMENTS: 1. SPECIFICATIONS 2. WAGE DETERMINATION DECISION NO. 94-2453 (REV. 17) DATED 29 MAY 2002 OF THE SECRETARY OF LABOR. PURCHASE REQUEST NUMBER: W81W3G-3136-0500	1	Lump Sum	\$6,000.00	\$6,000.00	
					NET AMT	\$6,000.00
ACRN AA Funded Amount					\$6,000.00	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0002	SUPPLY ALL LABOR, EQUIPMENT AND TOOLS, FFP FURNISH ALL LABOR, EQUIPMENT AND TOOLS, EXCEPT AS NOTED IN SPECIFICATIONS, NECESSARY TO INSTALL APPROX. 2446 SQ. FT. OF FLOOR TILE IN DESIGNATED BUILDINGS AT THE COWANESQUE PROJECT SITE. PURCHASE REQUEST NUMBER: W81W3G-3136-0500	1	Lump Sum	\$7,500.00	\$7,500.00	
					NET AMT	\$7,500.00
ACRN AB Funded Amount					\$7,500.00	

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 11-JUL-2003 TO 31-JUL-2003	N/A	OPS DIV TIOGA HAMMOND COWANESQ PAXTON WHIPPLE RD 1, BOX 65 TIOGA PA 16946 570-835-5281 FOB: Destination	E1R0250
0002	POP 11-JUL-2003 TO 31-JUL-2003	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0250

ACCOUNTING AND APPROPRIATION DATA

AA:	96X31230000 082420	2520A05505018250	NA	96181
COST	000000000000			
CODE:				
AMOUNT:	\$6,000.00			
AB:	96X31230000 082420	2520A04819004150	NA	96181
COST	000000000000			
CODE:				
AMOUNT:	\$7,500.00			

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998

52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-11	Ozone-Depleting Substances	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.219-7011	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
252.225-7016	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

##### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance 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 post-acceptance rights (1) within a reasonable 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.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) 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 or any excusable delay, setting for 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.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) 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 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 which reasonably could have been avoided.

(m) 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.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) 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.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-5, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, the Service Contract Act as Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006).

(End of clause)

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

<b>CARPENTER, MAINTENANCE</b>	<b>\$14.88</b>
<b>LABORERS</b>	<b>\$11.11</b>

(End of clause)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

## 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

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

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

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

(End of clause)

SPECIFICATIONS

SPECIFICATIONS

1. The government will provide the tile, spacers, dry grout mix, and a power saw Designed for cutting tile. The contractor will be required to supply all labor and any Additional tools or equipment necessary for the installation.
2. The contractor will be required to make any necessary preparations to the existing Floor surfaces prior to installation of the new tile.
3. The contractor shall cut and fit new tile neatly around all partitions, outside and Inside corners or any other permanent obstructions.
4. The finished floor surface shall have all tiles installed within the same plane with no Tile edges protruding above the surface of the adjacent tiles and all joints shall be evenly spaced. The finished surface shall also slope towards any existing floor drains to provide for good drainage.
5. The contractor shall follow standard trade and manufacturer installation methods.
6. The designated buildings are Public Use buildings and the contractor shall be Required to coordinate the work schedule with the Contracting Officer or his representative prior to beginning works in any building.
7. The contractor shall follow all safety requirements of the USCE Safety Manual EM 385-1-1. This will include but not be limited to wearing of hardhats, wearing safety Glasses, and good housekeeping in the work area. The contractor will Be required to submit for approval a Safety Plan and Activity Hazard Analysis Prior to any work.

8. All work will be subject to the inspection and approval of the Contracting Officer Or his representative and no payment will be made for work that does not meet the Requirements of the contract.
  
9. The contractor shall provide the government with a lump sum bid and a price per sq. ft. The government measurements are for estimates only and the contractor may Make arrangements for a site visit by contacting the USACE Mtn. Foreman L.P. Whipple at the Ives Run Recreation Area RR#1 Box 65 Tioga, Pa. 16946. Telephone # 570-835 5281.

LOCATION	APPX. AREA IN SQUARE FEET
<b>IVES RUN</b>	
Stephenhouse Comfort Station	130 sq.ft.
Lakeside Comfort Station	204 sq.ft.
Pine Camp Comfort Station	135 sq.ft.
Hickory Comfort Station	204 sq.ft.
Beach-house	
Inside	700 sq.ft.
Outside Changing [Ladies side only]	683 sq.ft.
<b>LAMBS CREEK COMFORT STATION</b>	131 sq.ft.
<b>T/H CONNECTING CHANNEL COMFORT STATION</b>	131 sq.ft.
<b>COWANESQUE</b>	
Oneida Comfort Station	307 sq.ft.
Iroquois Comfort Station	307 sq.ft.
South Shore Boat Launch Comfort Station	270 sq.ft.
South Shore Beach-house Comfort Station	
Men's inside	636 sq.ft.
Lawrence Comfort Station	270 sq.ft.
NorthTailrace Comfort Station	247 sq.ft.[includes 90 sq. ft. entrance]
Hike-in Camping Area Comfort Station	126 sq.ft.
Meadow Camp Comfort Station	283 sq.ft.[includes 103 sq. ft entrance]
	Appx. Total [4764 sq.ft.]

WAGE DETERMINATION

WAGE DETERMINATION DECISION

**OF THE SECRETARY OF LABOR**

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

Decision No. 94-2453 (Rev. 17) dated 29 May 2002

**State(s): Pennsylvania**

Areas: Pennsylvania COUNTIES OF Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe, Pike, Schuylkill, Sullivan, Susquehanna, Tioga, Wayne, Wyoming

WAGE DETERMINATION NO: 94-2453 REV (17) AREA: PA,SCRANTON

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 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
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 WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2453
Director	Wage Determinations	Revision No.: 17
		Date Of Last Revision: 05/29/2002

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 State: Pennsylvania  
 Area: Pennsylvania Counties of Bradford, Carbon, Columbia, Lackawanna,  
 Luzerne, Lycoming, Monroe, Pike, Schuylkill, Sullivan, Susquehanna, Tioga,  
 Wayne, Wyoming

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

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.93
Accounting Clerk II	11.11
Accounting Clerk III	12.76
Accounting Clerk IV	14.33
Court Reporter	11.24
Dispatcher, Motor Vehicle	10.02
Document Preparation Clerk	10.10
Duplicating Machine Operator	10.10
Film/Tape Librarian	9.87
General Clerk I	8.29
General Clerk II	10.66
General Clerk III	11.63
General Clerk IV	14.73
Housing Referral Assistant	13.63
Key Entry Operator I	8.76
Key Entry Operator II	10.29
Messenger (Courier)	8.41
Order Clerk I	11.07
Order Clerk II	14.16
Personnel Assistant (Employment) I	9.27
Personnel Assistant (Employment) II	11.74
Personnel Assistant (Employment) III	12.97
Personnel Assistant (Employment) IV	14.66
Production Control Clerk	14.05
Rental Clerk	8.97
Scheduler, Maintenance	9.93
Secretary I	9.93
Secretary II	11.31
Secretary III	13.63
Secretary IV	14.86
Secretary V	16.49
Service Order Dispatcher	10.01
Stenographer I	9.44
Stenographer II	11.01
Supply Technician	13.25

Survey Worker (Interviewer)	10.22
Switchboard Operator-Receptionist	8.62
Test Examiner	11.31
Test Proctor	11.31
Travel Clerk I	9.77
Travel Clerk II	10.24
Travel Clerk III	10.93
Word Processor I	8.77
Word Processor II	10.95
Word Processor III	12.25
Automatic Data Processing Occupations	
Computer Data Librarian	10.81
Computer Operator I	11.25
Computer Operator II	12.65
Computer Operator III	15.27
Computer Operator IV	15.92
Computer Operator V	17.66
Computer Programmer I (1)	12.85
Computer Programmer II (1)	15.60
Computer Programmer III (1)	19.36
Computer Programmer IV (1)	23.19
Computer Systems Analyst I (1)	21.91
Computer Systems Analyst II (1)	25.63
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	12.43
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	14.23
Automotive Glass Installer	13.29
Automotive Worker	13.29
Electrician, Automotive	13.81
Mobile Equipment Servicer	12.41
Motor Equipment Metal Mechanic	14.23
Motor Equipment Metal Worker	13.29
Motor Vehicle Mechanic	14.23
Motor Vehicle Mechanic Helper	11.95
Motor Vehicle Upholstery Worker	12.85
Motor Vehicle Wrecker	13.29
Painter, Automotive	13.81
Radiator Repair Specialist	13.30
Tire Repairer	11.99
Transmission Repair Specialist	14.23
Food Preparation and Service Occupations	
Baker	10.12
Cook I	9.47
Cook II	10.12
Dishwasher	8.09
Food Service Worker	8.09
Meat Cutter	10.12
Waiter/Waitress	8.41
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	13.81
Furniture Handler	12.58
Furniture Refinisher	15.19
Furniture Refinisher Helper	13.15
Furniture Repairer, Minor	14.09
Upholsterer	13.81
General Services and Support Occupations	
Cleaner, Vehicles	8.28
Elevator Operator	8.83
Gardener	9.88
House Keeping Aid I	7.77
House Keeping Aid II	8.83
Janitor	8.83
Laborer, Grounds Maintenance	8.95
Maid or Houseman	7.77
Pest Controller	10.28

Refuse Collector	9.28
Tractor Operator	9.65
Window Cleaner	9.64
Health Occupations	
Dental Assistant	11.48
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.48
Licensed Practical Nurse I	11.56
Licensed Practical Nurse II	12.98
Licensed Practical Nurse III	12.98
Medical Assistant	10.27
Medical Laboratory Technician	12.98
Medical Record Clerk	10.26
Medical Record Technician	14.22
Nursing Assistant I	8.12
Nursing Assistant II	9.13
Nursing Assistant III	9.96
Nursing Assistant IV	11.18
Pharmacy Technician	12.97
Phlebotomist	12.98
Registered Nurse I	15.47
Registered Nurse II	18.91
Registered Nurse II, Specialist	18.91
Registered Nurse III	22.88
Registered Nurse III, Anesthetist	22.88
Registered Nurse IV	27.43
Information and Arts Occupations	
Audiovisual Librarian	13.42
Exhibits Specialist I	13.38
Exhibits Specialist II	18.21
Exhibits Specialist III	20.48
Illustrator I	13.38
Illustrator II	18.08
Illustrator III	20.48
Librarian	18.40
Library Technician	11.24
Photographer I	12.03
Photographer II	13.89
Photographer III	18.91
Photographer IV	23.39
Photographer V	28.31
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.87
Counter Attendant	7.87
Dry Cleaner	9.86
Finisher, Flatwork, Machine	7.87
Presser, Hand	7.87
Presser, Machine, Drycleaning	7.87
Presser, Machine, Shirts	7.87
Presser, Machine, Wearing Apparel, Laundry	7.87
Sewing Machine Operator	10.63
Tailor	11.41
Washer, Machine	8.24
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	14.57
Tool and Die Maker	16.38
Material Handling and Packing Occupations	
Forklift Operator	13.42
Fuel Distribution System Operator	14.00
Material Coordinator	14.75
Material Expediter	14.75
Material Handling Laborer	12.20
Order Filler	10.45
Production Line Worker (Food Processing)	13.08
Shipping Packer	11.54
Shipping/Receiving Clerk	10.49
Stock Clerk (Shelf Stocker; Store Worker II)	12.94

Store Worker I	11.30
Tools and Parts Attendant	14.63
Warehouse Specialist	14.63
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	15.65
Aircraft Mechanic Helper	13.15
Aircraft Quality Control Inspector	16.13
Aircraft Servicer	14.09
Aircraft Worker	14.56
Appliance Mechanic	15.19
Bicycle Repairer	12.38
Cable Splicer	18.00
<b>Carpenter, Maintenance</b>	<b>15.88</b>
Carpet Layer	14.56
Electrician, Maintenance	18.94
Electronics Technician, Maintenance I	17.73
Electronics Technician, Maintenance II	18.66
Electronics Technician, Maintenance III	20.61
Fabric Worker	12.81
Fire Alarm System Mechanic	15.65
Fire Extinguisher Repairer	13.62
Fuel Distribution System Mechanic	15.65
General Maintenance Worker	13.52
Heating, Refrigeration and Air Conditioning Mechanic	15.17
Heavy Equipment Mechanic	14.97
Heavy Equipment Operator	16.38
Instrument Mechanic	16.38
<b>Laborer</b>	<b>10.23</b>
Locksmith	15.19
Machinery Maintenance Mechanic	15.35
Machinist, Maintenance	14.89
Maintenance Trades Helper	13.15
Millwright	18.00
Office Appliance Repairer	16.71
Painter, Aircraft	15.53
Painter, Maintenance	16.44
Pipefitter, Maintenance	17.37
Plumber, Maintenance	16.97
Pneudraulic Systems Mechanic	15.65
Rigger	15.65
Scale Mechanic	14.56
Sheet-Metal Worker, Maintenance	16.64
Small Engine Mechanic	15.23
Telecommunication Mechanic I	16.90
Telecommunication Mechanic II	17.40
Telephone Lineman	16.90
Welder, Combination, Maintenance	14.23
Well Driller	15.65
Woodcraft Worker	15.65
Woodworker	12.73
Miscellaneous Occupations	
Animal Caretaker	8.75
Carnival Equipment Operator	9.07
Carnival Equipment Repairer	9.47
Carnival Worker	8.09
Cashier	6.70
Desk Clerk	8.22
Embalmer	19.02
Lifeguard	9.26
Mortician	17.39
Park Attendant (Aide)	11.63
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.67
Recreation Specialist	11.36
Recycling Worker	11.47
Sales Clerk	8.32
School Crossing Guard (Crosswalk Attendant)	8.09

Sport Official	8.05
Survey Party Chief (Chief of Party)	12.69
Surveying Aide	8.48
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.54
Swimming Pool Operator	11.13
Vending Machine Attendant	9.98
Vending Machine Repairer	11.13
Vending Machine Repairer Helper	9.98
Personal Needs Occupations	
Child Care Attendant	8.22
Child Care Center Clerk	10.24
Chore Aid	8.22
Homemaker	12.03
Plant and System Operation Occupations	
Boiler Tender	18.00
Sewage Plant Operator	16.25
Stationary Engineer	18.00
Ventilation Equipment Tender	13.15
Water Treatment Plant Operator	15.38
Protective Service Occupations	
Alarm Monitor	11.06
Corrections Officer	17.69
Court Security Officer	18.18
Detention Officer	17.69
Firefighter	16.75
Guard I	7.76
Guard II	12.17
Police Officer	20.49
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	14.52
Hatch Tender	14.52
Line Handler	14.52
Stevedore I	12.84
Stevedore II	13.80
Technical Occupations	
Air Traffic Control Specialist, Center (2)	29.93
Air Traffic Control Specialist, Station (2)	20.64
Air Traffic Control Specialist, Terminal (2)	22.73
Archeological Technician I	14.10
Archeological Technician II	15.87
Archeological Technician III	19.59
Cartographic Technician	19.69
Civil Engineering Technician	17.81
Computer Based Training (CBT) Specialist/ Instructor	21.91
Drafter I	10.23
Drafter II	11.64
Drafter III	15.93
Drafter IV	19.59
Engineering Technician I	11.77
Engineering Technician II	13.39
Engineering Technician III	18.06
Engineering Technician IV	22.37
Engineering Technician V	26.44
Engineering Technician VI	33.34
Environmental Technician	16.92
Flight Simulator/Instructor (Pilot)	25.63
Graphic Artist	18.05
Instructor	18.95
Laboratory Technician	13.72
Mathematical Technician	19.46
Paralegal/Legal Assistant I	14.08
Paralegal/Legal Assistant II	16.56
Paralegal/Legal Assistant III	20.20
Paralegal/Legal Assistant IV	24.52
Photooptics Technician	20.21
Technical Writer	19.54

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

## **ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

HEALTH & WELFARE: \$xxxx an hour or \$xxxxx a week or \$xxxxxx a month (SEE BELOW)

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

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 ©(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.
- \*Effective June 1, 2003, new SCA Health and Welfare rates.  
\$2.36 per hour; \$94.40 per week; \$409.07 per month