

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-3172-3455		PAGE 1 OF 25	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0094	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JACQUELI HENDERSON		b. TELEPHONE NUMBER (No Collect Calls) 410-962-3529		6. SOLICITATION ISSUE DATE 22-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 checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 8748 SIZE STANDARD: \$5.0		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  14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO OPS DIV RAYSTOWN LAKE PROJECT DWIGHT BEALL RD 1 BOX 222 HESTON PA 16647 TEL: 814-658-3405 X203 FAX:		CODE E1R0260		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	
		<b>SEE SCHEDULE</b>					
				23. UNIT PRICE		24. AMOUNT	
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 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 (YYMM/DD)		42d. TOTAL CONTAINERS	

Section SF 30 - BLOCK 14 CONTINUATION PAGE

CLAUSES INCORPORATED BY REFERENCE

252.247-7023 Alt III Transportation of Supplies by Sea (May 2002) Alternate III MAY 2002

SCOPE OF WORK

**Section B**

The Contractor will supply all equipment, materials, labor, supplies, transportation etc. to Provide professional engineering services to evaluate problems and recommend solutions for the operation of the Seven Points Sewage Treatment facility. located in the Seven Points Recreation Area, Raystown Lake Project.

Item	Description	Unit	Quantities	Unit Cost	Total Cost
1	Provide professional engineering services to evaluate problems and recommend solutions for the operation of the Seven Points Sewage Treatment facility.	LS	1		

**SECTION C**  
**PROVIDE ENGINEERING CONSULTING SERVICES**  
**SEVEN POINTS SEWAGE TREATMENT FACILITY**

**C.1 -- LOCATION AND DESCRIPTION**

C.1.1 -- Raystown Lake is located in Huntingdon County, South-central Pennsylvania about 30 miles each from the towns of State College and Altoona Pennsylvania. Raystown Lake is an U.S. Army Corps of Engineers flood control project constructed circa 1970. The project is approximately 30,000 acres in size with 8,300 water surface acres. The Raystown Lake project is under the management responsibility of the Corps of Engineers in the Baltimore District. The dam is located approximately 5 miles south of Huntingdon Pennsylvania on the Raystown Branch of the Juniata River.

**C.2. SCOPE OF WORK**

C. 2.1. -- The Contractor will supply all equipment, materials, labor, supplies, transportation etc. to provide consulting engineering services to evaluate problems and provide a corrective action plan to assist in the efforts to bring the Seven Points Wastewater treatment facility into compliance with DEP standards.

C.2.2 – Work consists minimally of the following:

- ∅Review of records and DEP concerns.
- ∅Meet with Corps of Engineer and Department of Environmental Protection officials to discuss issues and problems and solutions. (2 meetings at Raystown Lake for bid purposes). One meeting to discuss the problem, one meeting to discuss draft corrective action plan (CAP).
- ∅Conducting an evaluation of the existing treatment process by a professional engineer licensed in the Commonwealth of PA with experience in wastewater treatment.
- ∅Prepare a CAP to address any deficiencies found during the facility evaluation and submit copies of the plan to PA DEP and the Corps of Engineers simultaneously.
- ∅Provide periodic site visits (No less than 4 site visits over 2 years after submission of CAP), to assist the plant operators to enact the CAP.
- ∅Submit progress reports to the PADEP on the status of the CAP.

C.3 – Schedule – Work shall commence one month after NTP. The evaluation of the system shall take place between the dates of 15 July 2003 and 15 September 2003. CAP completion shall be on a schedule negotiated with DEP and the Corps of Engineers but shall not exceed 1 April 2004.

**C.4 -- DELIVERABLES**

C.4.1 – Corrective Action Plan (CAP). The Corps shall be presented with two (2) bound copies of a CAP. Additionally, the Corps shall be presented two (2) copies of the plan in electronic format, compatible with Microsoft Word or Microsoft Office Suite software.

C.4.2 – Assist visits. – A professional staff member representing the contractor shall be available to respond to the site upon a one (1) week notice for assistance in implementation of the CAP.

**C.5 -- GENERAL CONDITIONS**

- a) The contractor must have sufficient labor, equipment, and supplies to perform all work required.
- b) Lost and Found: The contractor or his employees will turn in all articles found on public lands to the nearest Park Ranger, Ranger Office, or Seven Points Entrance Station.
- c) Damage: Special care shall be exercised to avoid damaging any facilities and the contractor will repair or restore any damage to such facilities, buildings, signs, etc., resulting from the contractor's failure to exercise reasonable care in the performance of the work. If the contractor fails or refuses to repair any such damage promptly, the Contracting Officer may have the necessary work performed and charge the cost thereof to the contractor. The contractor will exercise extreme care, so as to protect all visitors from injury and their property from harm and/or damage.
- d) Storage of Equipment: Contractor equipment and supplies will not be stored on Government land or in Government facilities except in those locations indicated in the contract or at such locations as approved by the Operations Manager, Raystown Lake.
- e) Rules and Regulations: The contractor and employees will comply with all rules and regulations governing public use of water resources development projects as set forth in Title 36, CFR, Chapter III, Part 327 and all laws of the Commonwealth of Pennsylvania and the United States and they apply to the Raystown Lake Project, and obey all posted signs. Copies of Title 36 will be available from the Manager.
- f) Change of Work: If the amount or scope of work increases or decreases through no fault of the Government, the Government reserves the right to negotiate a change in the contract price based on the increase or decrease of the contract.
- g) Contractor and/or other vehicles used in the performance of contract: All vehicles will be properly licensed and inspected in accordance with the state of registration. In addition, vehicles, utilized but not owned by the contractor, will be properly insured either by the contractor or the vehicle owner to meet the requirements of the Commonwealth of Pennsylvania. The contractor will ultimately be responsible for claims arising out of careless, negligent, or unsafe operation of vehicles and any resulting damage to personal or Government property.

## C.6. -- TRANSPORTATION.

C.6.1. -- Transportation of equipment and personnel to any job site on Raystown Lake from off the project will be at the expense of the CONTRACTOR.

C.6.2 -- CONTRACTOR will furnish support vehicles sufficient to meet needs for transportation of personnel, equipment, and supplies within and between job sites at the project.

## C.7. -- SAFETY

C.7.1. -- Application Publications. The publications listed below form a part of this specification and are referred to in the text by basic designation only.

C.7.1.1. U.S. Army Corps of Engineers EM 385-1-1 dtd. September 1996, Army Corps of Engineers - Safety and Health Requirements Manual.  
[http://www.hq.usace.army.mil/soh/hqusace\\_soh.htm](http://www.hq.usace.army.mil/soh/hqusace_soh.htm)

C.8. -- OBJECTIONABLE EMPLOYEES. -- The CONTRACTOR will remove from the work site any employee who, in the opinion of the Contracting Officer, is objectionable or incompetent. This requirement shall not be the basis of any claim for compensation or damages against the United States or any of its officers or agents.

C.9 -- Contractor shall provide insurance as required in Clause 52.228-4001 "Required Insurance (See Section H)

C.10. -- DELAYS: If the CONTRACTOR refuses or fails to begin work within the time specified in Section C.3, or any extension thereof, as provided in specification, or to maintain the property in serviceable condition and diligently and competently to conduct the specified operations as indicated by the Contracting Officer, the Government may by written notice, terminate the right of the CONTRACTOR to proceed with delivery or with further performance under the contract or such part of parts thereof affected by the delay. In such event, the Government may use or procure similar property by contract or otherwise and the CONTRACTOR shall be liable to the Government for any excess cost occasioned thereby. Unless otherwise provided in the specifications, the Government shall not be chargeable for out of service time due to breakdown not caused by the act of negligence of the Government of its agents.

C.11 -- PRE-BID SITE VISIT -- Prospective bidders are strongly encouraged to visit the actual locations and areas of work. A pre bid site inspection will be held at the Seven Points STP by appointment only.

C.12. -- INSPECTIONS, DEFICIENCIES, DEDUCTIONS, DEFAULT

C.12.1 The government reserves the right to inspect completed work or work in progress.

C.12.2 Deficiencies: Work found not satisfactory, or not meeting industry standards, and deemed to have been the result of inadequate work will be noted and may be referred to the contractor for immediate correction, or if judged not feasible, may be deducted from the contractor's pay estimate. Should the contractor fail to correct the deficiency, if requested to re-perform the service, the Government may:

- ⊘ deduct the unit cost from the contractor's pay estimate
- ⊘ hire the work performed and deduct the cost from the contractor's pay estimate.

C.12.3 Deductions: Should there arise the need to deduct money for damages or services not rendered, the basis for such deductions shall be subjectively computed by the Contracting Officer's representative. Deductions for damages to government property shall be handled in the same fashion at the same rates and terms. In all cases, the contractor shall be provided with an itemized breakdown of the deduction.

C.12.4 Default: Default of the contract shall be considered for various reasons relating to nonperformance of the contractual specifications. Following is a partial listing of reasons for which default may be considered:

- ⊘ Repetitive pay deductions for nonperformance.

- € Repetitive callbacks for corrections.
- € Repetitive safety violations.
- € Abnormal high amounts of inflicted damage on government facilities or private property.
- € Verbal or physical assaults on other contractors, Government employees, or visitors.
- € Repetitive unsatisfactory work.

C.13. -- PAYMENTS. -- Unless otherwise provided in the specifications, partial payments can be made at the end of each milestone as per the statement of values plotted against the schedule or completed work. Invoices shall be prepared and submitted to Dwight R. Beall, Operations Manager, U.S. Army Corps of Engineers, Raystown Lake, Hesston, PA 16647. Invoices shall contain the following information: contract number, item number(s), materials expended and invoices and cost per unit, invoice date and be signed by the CONTRACTOR or authorized representative. The government reserves the right to, based on inspections, to validate the accuracy of the CONTRACTORS completion percentage and request modified invoices.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CONSULTING SERVICES FOR 7 POINTS SEWAGE FFP	1	Lump Sum		
	CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROVIDE THE FOLLOWING SERVICES IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS: PROVIDE ENGINEERING CONSULTING SERVICES AT THE SEVEN POINTS SEWAGE TREATMENT FACILITY, RAYSTOWN LAKE PROJECT, HESSTON, PA. INTERESTED VENDORS ARE ENCOURAGED TO ATTEND A SITE VISIT BY APPOINTMENT, MONDAY THRU FRIDAY, 0700 THRU 1430, PLEASE CONTACT P. W. McKNIGHT AT (814)658-3405x2874 TO ARRANGE THIS VISIT. P.O.C.: DWIGHT BEALL (814)658-3405 x203, CONTRACTING P.O.C.: JACKIE HENDERSON (410)962-3529 PURCHASE REQUEST NUMBER: W81W3G-3172-3455				

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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	15-AUG-2003	1	OPS DIV RAYSTOWN LAKE PROJECT DWIGHT BEALL RD 1 BOX 222 HESSTON PA 16647 814-658-3405 X203 FOB: Destination	E1R0260

## CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
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 Alt I	Notice of Total Small Business Set-Aside (Jul 1996) - Alternate I	OCT 1995
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
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.232-28	Invitation to Propose Performance-Based Payments	MAR 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
52.246-1	Contractor Inspection Requirements	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

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if

later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical capability; price; past performance; small disadvantaged business participation shall be evaluated by order of importance by the Requesting Office and Contracting Officer.

Technical and past performance, when combined, shall be evaluated by order of importance when compared to price by the Contracting Officer and the Requesting Office.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(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)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ( ) It has, ( ) has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-42 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

Civil Engineering Technican @ \$15.25 per hour;  
 Environmental Technican @ \$15.25 per hour;  
 Truck Driver, Light Truck @ \$14.69 per hour;  
 Computer Operator @ \$13.72 per hour; and  
 Word Processor @ \$11.01 per hour.

(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)

## 52.252-2 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://www.arnet.gov/far>

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

(End of clause)

## 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)

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)

WAGE DETERMINATION DECISION

WAGE  
DETERMINAT  
ION  
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. 24) dated 4 June 2003

**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 (24) AREA: PA,PITTSBURGH**

**WAGE DETERMINATION NO: 94-2451 REV (24) AREA: PA,PITTSBURGH**

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

| WASHINGTON D.C. 20210

| Wage Determination No.: 1994-2451

William W.Gross Division of  
 Director Wage Determinations

Revision No.: 24  
 Date Of Last Revision: 06/04/2003

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 CODE - TITLE**

**MINIMUM WAGE RATE**

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	11.00	
01012 - Accounting Clerk II	12.04	
01013 - Accounting Clerk III	14.97	
01014 - Accounting Clerk IV	20.33	
01030 - Court Reporter		16.16
01050 - Dispatcher, Motor Vehicle		13.01
01060 - Document Preparation Clerk		11.66
01070 - Messenger (Courier)		9.61
01090 - Duplicating Machine Operator		10.49
01110 - Film/Tape Librarian		12.05
01115 - General Clerk I	8.54	
01116 - General Clerk II	9.53	
01117 - General Clerk III	11.76	
01118 - General Clerk IV	13.35	
01120 - Housing Referral Assistant	17.32	
01131 - Key Entry Operator I	9.14	
01132 - Key Entry Operator II	11.13	

01191 -	Order Clerk I	11.97	
01192 -	Order Clerk II	14.31	
01261 -	Personnel Assistant (Employment) I	12.42	
01262 -	Personnel Assistant (Employment) II	13.84	
01263 -	Personnel Assistant (Employment) III	14.49	
01264 -	Personnel Assistant (Employment) IV	17.92	
01270 -	Production Control Clerk		16.67
01290 -	Rental Clerk		12.05
01300 -	Scheduler, Maintenance		13.74
01311 -	Secretary I	13.74	
01312 -	Secretary II	15.20	
01313 -	Secretary III	17.32	
01314 -	Secretary IV	19.23	
01315 -	Secretary V	21.35	
01320 -	Service Order Dispatcher		13.26
01341 -	Stenographer I	12.79	
01342 -	Stenographer II	14.30	
01400 -	Supply Technician		19.23
01420 -	Survey Worker (Interviewer)		11.51
01460 -	Switchboard Operator-Receptionist		9.80
01510 -	Test Examiner		14.23
01520 -	Test Proctor		14.23
01531 -	Travel Clerk I	10.17	
01532 -	Travel Clerk II	10.90	
01533 -	Travel Clerk III	11.71	
01611 -	Word Processor I	11.61	
01612 -	Word Processor II	15.43	
01613 -	Word Processor III	16.54	
03000 -	Automatic Data Processing Occupations		
03010 -	Computer Data Librarian		12.74
03041 -	Computer Operator I	12.74	
03042 -	Computer Operator II	13.99	
03043 -	Computer Operator III	18.29	
03044 -	Computer Operator IV	20.32	
03045 -	Computer Operator V	22.49	
03071 -	Computer Programmer I (1)	19.92	
03072 -	Computer Programmer II (1)	22.65	
03073 -	Computer Programmer III (1)	27.18	
03074 -	Computer Programmer IV (1)	27.62	
03101 -	Computer Systems Analyst I (1)	21.53	
03102 -	Computer Systems Analyst II (1)	27.48	
03103 -	Computer Systems Analyst III (1)	27.62	
03160 -	Peripheral Equipment Operator		13.96
05000 -	Automotive Service Occupations		
05005 -	Automotive Body Repairer, Fiberglass		16.80
05010 -	Automotive Glass Installer		15.60
05040 -	Automotive Worker		15.60
05070 -	Electrician, Automotive		16.22
05100 -	Mobile Equipment Servicer		14.46
05130 -	Motor Equipment Metal Mechanic		16.80
05160 -	Motor Equipment Metal Worker		15.60
05190 -	Motor Vehicle Mechanic		17.06
05220 -	Motor Vehicle Mechanic Helper		13.89
05250 -	Motor Vehicle Upholstery Worker		15.03
05280 -	Motor Vehicle Wrecker		15.60
05310 -	Painter, Automotive		16.22
05340 -	Radiator Repair Specialist		15.60
05370 -	Tire Repairer		13.96
05400 -	Transmission Repair Specialist		16.80
07000 -	Food Preparation and Service Occupations		
(not set) -	Food Service Worker		8.61
07010 -	Baker		10.98
07041 -	Cook I	10.16	

07042 - Cook II	10.98	
07070 - Dishwasher		8.33
07130 - Meat Cutter		11.08
07250 - Waiter/Waitress		8.86
09000 - Furniture Maintenance and Repair Occupations		
09010 - Electrostatic Spray Painter		16.22
09040 - Furniture Handler		12.62
09070 - Furniture Refinisher		16.22
09100 - Furniture Refinisher Helper		13.89
09110 - Furniture Repairer, Minor		15.03
09130 - Upholsterer		16.22
11030 - General Services and Support Occupations		
11030 - Cleaner, Vehicles		8.44
11060 - Elevator Operator		11.02
11090 - Gardener		11.01
11121 - House Keeping Aid I		9.27
11122 - House Keeping Aid II		9.94
11150 - Janitor		12.12
11210 - Laborer, Grounds Maintenance		9.60
11240 - Maid or Houseman		9.27
11270 - Pest Controller		12.21
11300 - Refuse Collector		12.12
11330 - Tractor Operator		10.60
11360 - Window Cleaner		12.89
12000 - Health Occupations		
12020 - Dental Assistant		10.93
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver		12.02
12071 - Licensed Practical Nurse I		12.06
12072 - Licensed Practical Nurse II		13.55
12073 - Licensed Practical Nurse III		15.15
12100 - Medical Assistant		10.66
12130 - Medical Laboratory Technician		14.22
12160 - Medical Record Clerk		11.24
12190 - Medical Record Technician		13.57
12221 - Nursing Assistant I		8.03
12222 - Nursing Assistant II		9.03
12223 - Nursing Assistant III		9.85
12224 - Nursing Assistant IV		11.05
12250 - Pharmacy Technician		12.19
12280 - Phlebotomist		12.93
12311 - Registered Nurse I		19.83
12312 - Registered Nurse II		22.11
12313 - Registered Nurse II, Specialist		22.11
12314 - Registered Nurse III		27.91
12315 - Registered Nurse III, Anesthetist		27.94
12316 - Registered Nurse IV		29.41
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian		16.81
13011 - Exhibits Specialist I		20.46
13012 - Exhibits Specialist II		26.07
13013 - Exhibits Specialist III		28.16
13041 - Illustrator I		17.66
13042 - Illustrator II		22.51
13043 - Illustrator III		24.32
13047 - Librarian		24.58
13050 - Library Technician		13.89
13071 - Photographer I		13.80
13072 - Photographer II		16.58
13073 - Photographer III		21.13
13074 - Photographer IV		22.83
13075 - Photographer V		27.60
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler		8.25
15030 - Counter Attendant		8.25
15040 - Dry Cleaner		10.11
15070 - Finisher, Flatwork, Machine		8.25

15090 - Presser, Hand	8.25
15100 - Presser, Machine, Drycleaning	8.25
15130 - Presser, Machine, Shirts	8.25
15160 - Presser, Machine, Wearing Apparel, Laundry	8.25
15190 - Sewing Machine Operator	10.80
15220 - Tailor	11.48
15250 - Washer, Machine	8.94
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.21
19040 - Tool and Die Maker	22.76
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.62
21020 - Material Coordinator	16.89
21030 - Material Expediter	16.89
21040 - Material Handling Laborer	16.45
21050 - Order Filler	13.89
21071 - Forklift Operator	13.92
21080 - Production Line Worker (Food Processing)	14.60
21100 - Shipping/Receiving Clerk	13.72
21130 - Shipping Packer	13.72
21140 - Store Worker I	11.08
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.06
21210 - Tools and Parts Attendant	13.61
21400 - Warehouse Specialist	13.92
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.71
23040 - Aircraft Mechanic Helper	14.78
23050 - Aircraft Quality Control Inspector	19.32
23060 - Aircraft Servicer	16.37
23070 - Aircraft Worker	17.25
23100 - Appliance Mechanic	16.73
23120 - Bicycle Repairer	13.96
23125 - Cable Splicer	21.69
23130 - Carpenter, Maintenance	17.47
23140 - Carpet Layer	17.94
23160 - Electrician, Maintenance	20.74
23181 - Electronics Technician, Maintenance I	18.40
23182 - Electronics Technician, Maintenance II	21.70
23183 - Electronics Technician, Maintenance III	23.74
23260 - Fabric Worker	15.03
23290 - Fire Alarm System Mechanic	17.58
23310 - Fire Extinguisher Repairer	15.55
23340 - Fuel Distribution System Mechanic	19.32
23370 - General Maintenance Worker	15.60
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.24
23430 - Heavy Equipment Mechanic	16.97
23440 - Heavy Equipment Operator	18.48
23460 - Instrument Mechanic	19.10
23470 - Laborer	13.37
23500 - Locksmith	18.41
23530 - Machinery Maintenance Mechanic	18.66
23550 - Machinist, Maintenance	18.41
23580 - Maintenance Trades Helper	13.89
23640 - Millwright	18.76
23700 - Office Appliance Repairer	18.41
23740 - Painter, Aircraft	17.26
23760 - Painter, Maintenance	18.40
23790 - Pipefitter, Maintenance	22.74
23800 - Plumber, Maintenance	18.65
23820 - Pneudraulic Systems Mechanic	19.10
23850 - Rigger	19.10
23870 - Scale Mechanic	17.48
23890 - Sheet-Metal Worker, Maintenance	18.88
23910 - Small Engine Mechanic	15.60
23930 - Telecommunication Mechanic I	17.36
23931 - Telecommunication Mechanic II	17.83

23950 - Telephone Lineman	17.58
23960 - Welder, Combination, Maintenance	16.81
23965 - Well Driller	16.80
23970 - Woodcraft Worker	16.80
23980 - Woodworker	14.45
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.40
24580 - Child Care Center Clerk	8.86
24600 - Chore Aid	8.92
24630 - Homemaker	10.89
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.78
25040 - Sewage Plant Operator	18.37
25070 - Stationary Engineer	20.78
25190 - Ventilation Equipment Tender	15.28
25210 - Water Treatment Plant Operator	17.84
27000 - Protective Service Occupations	
(not set) - Police Officer	22.56
27004 - Alarm Monitor	13.53
27006 - Corrections Officer	19.31
27010 - Court Security Officer	19.98
27040 - Detention Officer	19.31
27070 - Firefighter	19.87
27101 - Guard I	8.48
27102 - Guard II	13.74
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.21
28020 - Hatch Tender	16.21
28030 - Line Handler	16.21
28040 - Stevedore I	15.30
28050 - Stevedore II	16.52
29000 - Technical Occupations	
21150 - Graphic Artist	18.69
29010 - Air Traffic Control Specialist, Center (2)	29.33
29011 - Air Traffic Control Specialist, Station (2)	20.22
29012 - Air Traffic Control Specialist, Terminal (2)	22.27
29023 - Archeological Technician I	14.84
29024 - Archeological Technician II	16.62
29025 - Archeological Technician III	20.55
29030 - Cartographic Technician	22.35
29035 - Computer Based Training (CBT) Specialist/ Instructor	24.32
29040 - Civil Engineering Technician	20.74
29061 - Drafter I	12.82
29062 - Drafter II	16.27
29063 - Drafter III	19.55
29064 - Drafter IV	25.09
29081 - Engineering Technician I	16.06
29082 - Engineering Technician II	18.06
29083 - Engineering Technician III	20.98
29084 - Engineering Technician IV	24.00
29085 - Engineering Technician V	27.48
29086 - Engineering Technician VI	33.22
29090 - Environmental Technician	17.43
29100 - Flight Simulator/Instructor (Pilot)	27.48
29160 - Instructor	22.54
29210 - Laboratory Technician	18.37
29240 - Mathematical Technician	25.09
29361 - Paralegal/Legal Assistant I	14.45
29362 - Paralegal/Legal Assistant II	18.81
29363 - Paralegal/Legal Assistant III	22.27
29364 - Paralegal/Legal Assistant IV	22.93
29390 - Photooptics Technician	22.06
29480 - Technical Writer	21.39
29491 - Unexploded Ordnance (UXO) Technician I	18.64
29492 - Unexploded Ordnance (UXO) Technician II	22.55
29493 - Unexploded Ordnance (UXO) Technician III	27.03

29494 - Unexploded (UXO) Safety Escort	18.64
29495 - Unexploded (UXO) Sweep Personnel	18.64
29620 - Weather Observer, Senior (3)	21.00
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	20.06
29622 - Weather Observer, Upper Air (3)	20.06
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	17.12
31260 - Parking and Lot Attendant	9.00
31290 - Shuttle Bus Driver	14.50
31300 - Taxi Driver	9.93
31361 - Truckdriver, Light Truck	13.63
31362 - Truckdriver, Medium Truck	15.88
31363 - Truckdriver, Heavy Truck	16.28
31364 - Truckdriver, Tractor-Trailer	16.61
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.38
99030 - Cashier	7.45
99041 - Carnival Equipment Operator	9.78
99042 - Carnival Equipment Repairer	10.16
99043 - Carnival Worker	8.33
99050 - Desk Clerk	7.70
99095 - Embalmer	18.64
99300 - Lifeguard	8.91
99310 - Mortician	19.44
99350 - Park Attendant (Aide)	11.19
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.91
99500 - Recreation Specialist	12.61
99510 - Recycling Worker	14.23
99610 - Sales Clerk	8.87
99620 - School Crossing Guard (Crosswalk Attendant)	8.33
99630 - Sport Official	7.74
99658 - Survey Party Chief (Chief of Party)	14.32
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.01
99660 - Surveying Aide	8.53
99690 - Swimming Pool Operator	15.10
99720 - Vending Machine Attendant	13.41
99730 - Vending Machine Repairer	15.10
99740 - Vending Machine Repairer Helper	13.41

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

**HEALTH & WELFARE:** \$2.36 an hour or \$94.40 a week or \$409.07 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 ©(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or

disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.  
Information required by the Regulations must be submitted on SF 1444 or bond paper.

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