

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 26		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0115		6. SOLICITATION ISSUE DATE 26-Aug-2003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SANDRA L WICKS			b. TELEPHONE NUMBER (No Collect Calls) 410-962-3987		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 10 Sep 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: 0711 SIZE STANDARD:5.0 MIL			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE	16. ADMINISTERED BY				CODE	
17a. CONTRACTOR/OFFEROR  TEL.		CODE	18a. PAYMENT WILL BE MADE BY				CODE	
FACILITY CODE								
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)					
TEL:		EMAIL:						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)					
			42b. RECEIVED AT (Location)					
42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS						

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>BASE YEAR FFP Contractor shall provide overseeding and lime and/or fertilizer applications to enhance turf growth at the Whitney Point Reservoir, Whitney Point, NY in accordance with the attached "Statement of Work" and "Specifications" with a base year and two option years.</p> <p>***** IMPORTANT NOTE*****</p> <p>All interested Contractors must be registered with the Central Contractor Registration (CCR) Please contact the website for additional information: <a href="http://www.CCR.com">www.CCR.com</a> or telephone 1-888-CCR-2423 to obtain a package to complete. AWARD WILL NOT BE ISSUED TO AN UNREGISTERED VENDOR. Vendor must submit the following information with bid response: tax identification number (TIN), Dun and Bradstreet number and cage number.</p> <p>Technical POC: Ron Bryden @ (570) 275-9505 POC (Contracting Office) Sandy Wicks @ (410) 962-3987</p>	1			

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	OPTION YEAR ONE FFP	1			

Contractor shall provide overseeding and lime and/or fertilizer applications to enhance turf growth at the Whitney Point Reservoir, Whitney Point, NY in accordance with the attached "Statement of Work" and "Specifications" with a base year and two option years.

\*\*\*\*\* IMPORTANT NOTE\*\*\*\*\*

All interested Contractors must be registered with the Central Contractor Registration (CCR) Please contact the website for additional information: [www.CCR.com](http://www.CCR.com) or telephone 1-888-CCR-2423 to obtain a package to complete. AWARD WILL NOT BE ISSUED TO AN UNREGISTERED VENDOR. Vendor must submit the following information with bid response: tax identification number (TIN), Dun and Bradstreet number and cage number.  
 Technical POC: Ron Bryden @ (570) 275-9505 POC  
 (Contracting Office) Sandy Wicks @ (410) 962-3987

---

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1			
OPTION	OPTION YEAR TWO				

FFP

Contractor shall provide overseeding and lime and/or fertilizer applications to enhance turf growth at the Whitney Point Reservoir, Whitney Point, NY in accordance with the attached "Statement of Work" and "Specifications" with a base year and two option years.

\*\*\*\*\* IMPORTANT NOTE\*\*\*\*\*

All interested Contractors must be registered with the Central Contractor Registration (CCR) Please contact the website for additional information: www.CCR.com or telephone 1-888-CCR-2423 to obtain a package to complete. AWARD WILL NOT BE ISSUED TO AN UNREGISTERED VENDOR. Vendor must submit the following information with bid response: tax identification number (TIN), Dun and Bradstreet number and cage number.

Technical POC: Ron Bryden @ (570) 275-9505 POC  
 (Contracting Office) Sandy Wicks @ (410) 962-3987

---

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	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government

**DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A



(2) Listed below are additional clauses that apply:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 115112.

(2) The small business size standard is 6.0 mil.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," 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 criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 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

Laborer, Grounds Maintenance @ \$10.39

Truck Driver @ \$18.07

(End of clause)

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

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

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

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

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

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

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

(End of clause)

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

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

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

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

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

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

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

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

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

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

Qualifying Country End Products

Line Item Number

Country of Origin

\_\_\_\_\_

(List only qualifying country end products.)

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

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

\_\_\_\_\_

(End of provision)

STATEMENT OF WORK

OVERSEED, LIME AND FERTILIZE THE DAM EMBANKMENT  
 WHITNEY POINT LAKE PROJECT  
 WHITNEY POINT, NEW YORK

GENERAL BID SPECIFICATIONS

SECTION B

PRICES/COSTS

CONTRACT SPECIFICATIONS  
 DELIVERY ORDERS FOR TURF TREATMENT  
 WHITNEY POINT RESERVOIR

The Contractor shall, as an independent Contractor and not as an agent of the Government, provide all equipment, labor and materials to provide turf treatment including overseeding and lime and/or fertilizer applications to the dam embankment at Whitney Point Lake Project.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTIT</u> <u>Y</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	Whitney Point Reservoir				

	Base Year Contractor shall provide all labor, material and equipment to provide grass overseeding, fertilizer application and/or lime applications as required at Whitney Point Reservoir, Whitney Point, NY in accordance with section C, statement of work for the period of September 1, 2003 to August 31, 2004.				
0001AA	Grass Overseeding	36	Ac		
0001AB	Fertilizer Application	36	Ac		
0001AC	Lime Application	36	Ac		
0001AD	TOTAL – Base Year				
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTIT</u> <u>Y</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002	Whitney Point Reservoir				
	Option Year I Contractor shall provide all labor, material and equipment to provide grass overseeding, fertilizer application and/or lime applications as required at Whitney Point Reservoir, Whitney Point, NY in accordance with section C, statement of work for the period of September 1, 2004 to August 31, 2005.				
0002AA	Grass Overseeding	36	Ac		
0002AB	Fertilizer Application	36	Ac		
0002AC	Lime Application	36	Ac		
0002AD	TOTAL – Option Year I				
0003	Whitney Point Reservoir				
	Option Year II Contractor shall provide all labor, material and equipment to provide grass overseeding, fertilizer application and/or lime applications as required at Whitney Point Reservoir, Whitney Point, NY in accordance with section C, statement of work for the				

	period of September 1, 2005 to August 31, 2006.				
0003AA	Grass Overseeding	36	Ac		
0003AB	Fertilizer Application	36	Ac		
0003AC	Lime Application	36	Ac		
0003AS	TOTAL – Option Year II				
	TOTAL BID – Base Year + Option Year I + Option Year II				

END OF SECTION B END OF SECTION B

## SECTION C

### C.1 STATEMENT OF WORK

- C.1.1 The Contractor shall provide all equipment, labor and materials to oversee and/or lime/fertilize the dam embankment at Whitney Point Reservoir Project located on SR 26 approximately 1 mile north of SR 206 east of Whitney Point in Broome County, New York.
- C.1.2 Services shall be provided for the base year of September 1, 2003 to 31 August 31, 2004. The Government reserves the right to extend the contract for option years I (September 1, 2004 to August 31, 2005) and Option Year II (September 1, 2005 to August 31, 2006) on a year to year basis. All work shall be in accordance with these specifications and as directed by the Contracting Officer's Representative. Applications of seed, fertilizer or lime will vary as to the timing and the amounts acreage covered. The COR will place a Work Order Request with the Government's Contracting Division and they in turn will issue a Work Order to the Contractor for work to done.
- C.1.3 The Contractor's work and responsibility shall include, but not be limited to: all planning, programming, administration and management necessary to assure that all services are conducted in accordance with the terms of this contract and all applicable laws, regulations and codes. The Contractor shall ensure that all work meets or exceeds the critical reliability rates or tolerances specified or included in the referenced documents. The Contractor shall perform all related administrative services necessary to perform the work such as supply, procurement, quality control, work scheduling, financial control, and maintenance of accurate and complete records and files.
- C.1.4 Upon inspection of the areas to be treated, the Contractor shall decide on the method of application that best suits his capabilities. The bid price shall be based on a separate application of each item, but if more than one item is to be applied, the Contractor may at his discretion, mix both together for one application when allowed by standard practice.

- C.1.5 For the benefit of prospective bidders, a site inspection is highly recommended to view areas to be treated and to determine the acreage to be dry spread and the acreage to be hydroseeded. To arrange for an inspection on site prior to bidding, contact the Head Dam Operator, Mr. Thomas Hurlbut at 607-692-3165.

## C.2 SPECIAL CONDITIONS

C.2.1 Commencement of Work: The initial application shall be done in September 2003. Other applications shall be completed as conditions allow, generally within 30 days of work order being placed. The start date will be coordinated with the Head Dam Operator at the project and may vary based on conditions at the time of the Work Order.

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

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

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

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

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

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

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

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

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

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

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

### C.3 SPECIFICATIONS

- C.3.1 General: The Contractor shall provide all equipment, labor and materials to overseed and lime/fertilize the dam embankment at Whitney Point Lake Project.
- C.3.2 Contractor shall prepare the area to be seeded according to seed manufacturers recommendations. Contractor shall overseed, lime and fertilize approximately 36 acres of the embankment as directed by the Government.
- C.3.3 The fertilizer shall have a N:P:K ratio of 30:0:18 and shall be spread at a rate of 50 lbs. of nitrogen/acre. 50% of nitrogen applied shall be a slow release type nitrogen.
- C.3.4 The grass seed mixture shall be as follows:  
     Creeping red fescue – 30 lbs./acre  
     Perennial ryegrass – 5 lbs./acre  
     Red top 3 lbs./acre
- C.3.5 The lime shall be a hi-magnesium lime, and will be applied at a rate of 2 tons per acre. The lime may be spread by truck, tractor/spreader or by spraying an aqueous solution.
- C.3.6 Contract will run in the initial year from September 1, 2003 through August 31, 2004. Option year I, and II will be for semi-annual application of lime/fertilizer in the spring and fall of those years.

END OF SECTION C

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 Contracting Officer's Representative: The authorized representative of the Contracting Officer (COR) for this acquisition contract is:

Ron Bryden, Wage Leader  
U.S. Army Corps of Engineers  
306 Railroad Street (rear)  
Danville, PA 17821-0369  
Telephone: (570) 275-9505  
Facsimile: (570) 275-9526  
Cellular: (570) 772-2383

G.2 Submission of Invoices:

(a) Original invoices for services performed under this contract will be submitted to:

U.S. Army Corps of Engineers  
306 Railroad St. (rear)  
Danville, PA 17821-0369

(b) Payment will be made by:

USACE Finance Center  
ATTN: EFT/Disbursing  
5720 Integrity Drive  
Millington, TN 38054-5005

G.3. Payment: Payment will be made at the Lump Sum Amount upon completion and acceptance of work performed. The Contractor shall submit an invoice for payment of contract services performed within five days after notification of acceptance of work. Invoice shall include the following information:

- (a) Contractor's name, mailing address and telephone number
- (b) Contract Identification Number
- (c) Date invoice is prepared
- (d) An itemized description of charges which will include:
  - (1) Project location of work
  - (2) Work period (start and ending dates)
  - (3) Actual work performed
  - (4) Invoiced amount per contract payment schedule

END OF SECTION G

WAGE DETERMINATION DECISION

WAGE DETERMINATION DECISION  
OF THE SECRETARY OF LABOR

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

Decision No. 94-2383 (Rev. 18) dated 29 May 2002

I.

II. State(s): New York

Areas: New York COUNTIES OF Broome, Cayuga, Chemung,  
Chenango, Cortland, Hamilton, Herkimer, Madison,  
Oneida, Onondaga, Oswego, Otsego, Tioga, Tompkins

WAGE DETERMINATION NO: 94-2383 REV (20) AREA: NY,SYRACUSE

WAGE DETERMINATION NO: 94-2383 REV (20) AREA: NY,SYRACUSE  
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

WASHINGTON D.C. 20210

William W.Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1994-2383  
Revision No.: 20  
Date Of Last Revision: 05/30/2003

State: New York

Area: New York Counties of Broome, Cayuga, Chemung, Chenango, Cortland, Hamilton, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tioga, Tompkins

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.37
01012 - Accounting Clerk II	11.95
01013 - Accounting Clerk III	13.98
01014 - Accounting Clerk IV	17.66
01030 - Court Reporter	13.30
01050 - Dispatcher, Motor Vehicle	13.18
01060 - Document Preparation Clerk	10.37
01070 - Messenger (Courier)	8.75
01090 - Duplicating Machine Operator	10.88
01110 - Film/Tape Librarian	9.00
01115 - General Clerk I	8.47
01116 - General Clerk II	9.54
01117 - General Clerk III	10.27
01118 - General Clerk IV	12.59
01120 - Housing Referral Assistant	14.95
01131 - Key Entry Operator I	10.37
01132 - Key Entry Operator II	12.71
01191 - Order Clerk I	9.89
01192 - Order Clerk II	12.90
01261 - Personnel Assistant (Employment) I	10.02
01262 - Personnel Assistant (Employment) II	11.24
01263 - Personnel Assistant (Employment) III	12.45
01264 - Personnel Assistant (Employment) IV	13.99
01270 - Production Control Clerk	15.69
01290 - Rental Clerk	8.42
01300 - Scheduler, Maintenance	10.00
01311 - Secretary I	10.00
01312 - Secretary II	13.43
01313 - Secretary III	14.95
01314 - Secretary IV	16.69
01315 - Secretary V	20.90
01320 - Service Order Dispatcher	9.61
01341 - Stenographer I	8.56
01342 - Stenographer II	10.19
01400 - Supply Technician	18.36
01420 - Survey Worker (Interviewer)	12.26
01460 - Switchboard Operator-Receptionist	9.03
01510 - Test Examiner	13.43
01520 - Test Proctor	13.43
01531 - Travel Clerk I	9.70
01532 - Travel Clerk II	10.34
01533 - Travel Clerk III	10.99
01611 - Word Processor I	10.45
01612 - Word Processor II	11.75
01613 - Word Processor III	13.14

03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.99
03041 - Computer Operator I	11.91
03042 - Computer Operator II	13.32
03043 - Computer Operator III	16.20
03044 - Computer Operator IV	21.74
03045 - Computer Operator V	24.08
03071 - Computer Programmer I (1)	15.64
03072 - Computer Programmer II (1)	20.51
03073 - Computer Programmer III (1)	23.34
03074 - Computer Programmer IV (1)	27.23
03101 - Computer Systems Analyst I (1)	19.70
03102 - Computer Systems Analyst II (1)	25.50
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.50
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.24
05010 - Automotive Glass Installer	16.03
05040 - Automotive Worker	16.03
05070 - Electrician, Automotive	16.58
05100 - Mobile Equipment Servicer	14.84
05130 - Motor Equipment Metal Mechanic	17.24
05160 - Motor Equipment Metal Worker	16.03
05190 - Motor Vehicle Mechanic	15.68
05220 - Motor Vehicle Mechanic Helper	14.21
05250 - Motor Vehicle Upholstery Worker	15.41
05280 - Motor Vehicle Wrecker	16.03
05310 - Painter, Automotive	16.58
05340 - Radiator Repair Specialist	16.03
05370 - Tire Repairer	14.34
05400 - Transmission Repair Specialist	17.24
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.10
07010 - Baker	10.96
07041 - Cook I	10.27
07042 - Cook II	11.53
07070 - Dishwasher	8.10
07130 - Meat Cutter	13.15
07250 - Waiter/Waitress	8.81
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.62
09040 - Furniture Handler	12.56
09070 - Furniture Refinisher	16.62
09100 - Furniture Refinisher Helper	14.21
09110 - Furniture Repairer, Minor	15.41
09130 - Upholsterer	18.28
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.18
11060 - Elevator Operator	9.03
11090 - Gardener	11.25
11121 - House Keeping Aid I	7.88
11122 - House Keeping Aid II	9.05
11150 - Janitor	9.31
11210 - Laborer, Grounds Maintenance	9.66
11240 - Maid or Houseman	7.88
11270 - Pest Controller	12.88
11300 - Refuse Collector	10.25
11330 - Tractor Operator	10.90
11360 - Window Cleaner	10.12
12000 - Health Occupations	

12020 - Dental Assistant	11.16
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.68
12071 - Licensed Practical Nurse I	10.49
12072 - Licensed Practical Nurse II	11.78
12073 - Licensed Practical Nurse III	13.17
12100 - Medical Assistant	10.81
12130 - Medical Laboratory Technician	12.36
12160 - Medical Record Clerk	11.04
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.00
12222 - Nursing Assistant II	9.00
12223 - Nursing Assistant III	9.82
12224 - Nursing Assistant IV	11.03
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.14
12311 - Registered Nurse I	16.17
12312 - Registered Nurse II	19.79
12313 - Registered Nurse II, Specialist	19.79
12314 - Registered Nurse III	23.95
12315 - Registered Nurse III, Anesthetist	23.95
12316 - Registered Nurse IV	28.68
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.58
13011 - Exhibits Specialist I	17.16
13012 - Exhibits Specialist II	20.09
13013 - Exhibits Specialist III	24.02
13041 - Illustrator I	15.65
13042 - Illustrator II	18.32
13043 - Illustrator III	21.91
13047 - Librarian	21.39
13050 - Library Technician	10.99
13071 - Photographer I	11.34
13072 - Photographer II	14.78
13073 - Photographer III	17.31
13074 - Photographer IV	20.70
13075 - Photographer V	24.04
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.57
15030 - Counter Attendant	7.05
15040 - Dry Cleaner	7.96
15070 - Finisher, Flatwork, Machine	7.57
15090 - Presser, Hand	7.57
15100 - Presser, Machine, Drycleaning	7.57
15130 - Presser, Machine, Shirts	7.57
15160 - Presser, Machine, Wearing Apparel, Laundry	7.57
15190 - Sewing Machine Operator	8.92
15220 - Tailor	10.36
15250 - Washer, Machine	7.55
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.62
19040 - Tool and Die Maker	17.18
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.52
21020 - Material Coordinator	16.32
21030 - Material Expediter	16.32
21040 - Material Handling Laborer	13.66
21050 - Order Filler	9.72
21071 - Forklift Operator	12.90
21080 - Production Line Worker (Food Processing)	12.90
21100 - Shipping/Receiving Clerk	11.09

21130 - Shipping Packer	11.09
21140 - Store Worker I	10.63
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.06
21210 - Tools and Parts Attendant	14.12
21400 - Warehouse Specialist	12.90
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.15
23040 - Aircraft Mechanic Helper	15.20
23050 - Aircraft Quality Control Inspector	19.31
23060 - Aircraft Servicer	16.70
23070 - Aircraft Worker	17.34
23100 - Appliance Mechanic	16.58
23120 - Bicycle Repairer	14.34
23125 - Cable Splicer	20.86
23130 - Carpenter, Maintenance	16.58
23140 - Carpet Layer	16.76
23160 - Electrician, Maintenance	17.96
23181 - Electronics Technician, Maintenance I	21.30
23182 - Electronics Technician, Maintenance II	22.91
23183 - Electronics Technician, Maintenance III	23.97
23260 - Fabric Worker	16.11
23290 - Fire Alarm System Mechanic	18.02
23310 - Fire Extinguisher Repairer	15.46
23340 - Fuel Distribution System Mechanic	18.02
23370 - General Maintenance Worker	16.03
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.57
23430 - Heavy Equipment Mechanic	17.24
23440 - Heavy Equipment Operator	18.99
23460 - Instrument Mechanic	18.96
23470 - Laborer	9.53
23500 - Locksmith	16.62
23530 - Machinery Maintenance Mechanic	18.37
23550 - Machinist, Maintenance	15.62
23580 - Maintenance Trades Helper	14.21
23640 - Millwright	18.66
23700 - Office Appliance Repairer	17.37
23740 - Painter, Aircraft	16.62
23760 - Painter, Maintenance	16.62
23790 - Pipefitter, Maintenance	25.06
23800 - Plumber, Maintenance	19.11
23820 - Pneudraulic Systems Mechanic	18.02
23850 - Rigger	18.02
23870 - Scale Mechanic	16.75
23890 - Sheet-Metal Worker, Maintenance	17.24
23910 - Small Engine Mechanic	16.03
23930 - Telecommunication Mechanic I	21.41
23931 - Telecommunication Mechanic II	22.16
23950 - Telephone Lineman	20.72
23960 - Welder, Combination, Maintenance	17.24
23965 - Well Driller	17.24
23970 - Woodcraft Worker	18.02
23980 - Woodworker	14.84
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.04
24580 - Child Care Center Clerk	10.10
24600 - Chore Aid	7.97
24630 - Homemaker	11.12
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.60
25040 - Sewage Plant Operator	16.85

25070 - Stationary Engineer	18.60
25190 - Ventilation Equipment Tender	16.11
25210 - Water Treatment Plant Operator	16.62
27000 - Protective Service Occupations	
(not set) - Police Officer	19.25
27004 - Alarm Monitor	13.92
27006 - Corrections Officer	19.95
27010 - Court Security Officer	19.60
27040 - Detention Officer	19.95
27070 - Firefighter	19.60
27101 - Guard I	11.95
27102 - Guard II	15.09
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.75
28020 - Hatch Tender	16.75
28030 - Line Handler	16.75
28040 - Stevedore I	14.97
28050 - Stevedore II	17.77
29000 - Technical Occupations	
21150 - Graphic Artist	17.54
29010 - Air Traffic Control Specialist, Center (2)	29.10
29011 - Air Traffic Control Specialist, Station (2)	20.07
29012 - Air Traffic Control Specialist, Terminal (2)	22.09
29023 - Archeological Technician I	14.58
29024 - Archeological Technician II	16.29
29025 - Archeological Technician III	20.19
29030 - Cartographic Technician	21.74
29035 - Computer Based Training (CBT) Specialist/ Instructor	23.71
29040 - Civil Engineering Technician	18.35
29061 - Drafter I	13.84
29062 - Drafter II	15.63
29063 - Drafter III	19.13
29064 - Drafter IV	23.74
29081 - Engineering Technician I	11.76
29082 - Engineering Technician II	13.20
29083 - Engineering Technician III	17.13
29084 - Engineering Technician IV	19.88
29085 - Engineering Technician V	23.27
29086 - Engineering Technician VI	28.26
29090 - Environmental Technician	17.88
29100 - Flight Simulator/Instructor (Pilot)	25.50
29160 - Instructor	18.20
29210 - Laboratory Technician	14.07
29240 - Mathematical Technician	19.33
29361 - Paralegal/Legal Assistant I	13.10
29362 - Paralegal/Legal Assistant II	17.06
29363 - Paralegal/Legal Assistant III	20.87
29364 - Paralegal/Legal Assistant IV	25.25
29390 - Photooptics Technician	18.43
29480 - Technical Writer	21.25
29491 - Unexploded Ordnance (UXO) Technician I	18.49
29492 - Unexploded Ordnance (UXO) Technician II	22.37
29493 - Unexploded Ordnance (UXO) Technician III	26.81
29494 - Unexploded (UXO) Safety Escort	18.49
29495 - Unexploded (UXO) Sweep Personnel	18.49
29620 - Weather Observer, Senior (3)	17.90
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.12
29622 - Weather Observer, Upper Air (3)	16.12
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	12.72

31260 - Parking and Lot Attendant	8.23
31290 - Shuttle Bus Driver	10.93
31300 - Taxi Driver	9.30
31361 - Truckdriver, Light Truck	10.66
31362 - Truckdriver, Medium Truck	15.92
31363 - Truckdriver, Heavy Truck	15.80
31364 - Truckdriver, Tractor-Trailer	15.80
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.53
99030 - Cashier	6.73
99041 - Carnival Equipment Operator	9.96
99042 - Carnival Equipment Repairer	10.27
99043 - Carnival Worker	8.10
99050 - Desk Clerk	8.79
99095 - Embalmer	18.49
99300 - Lifeguard	9.72
99310 - Mortician	18.91
99350 - Park Attendant (Aide)	12.20
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.05
99500 - Recreation Specialist	10.94
99510 - Recycling Worker	13.78
99610 - Sales Clerk	8.53
99620 - School Crossing Guard (Crosswalk Attendant)	8.10
99630 - Sport Official	8.51
99658 - Survey Party Chief (Chief of Party)	14.29
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.29
99660 - Surveying Aide	8.97
99690 - Swimming Pool Operator	12.72
99720 - Vending Machine Attendant	11.49
99730 - Vending Machine Repairer	12.72
99740 - Vending Machine Repairer Helper	11.49

---

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 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, dyeing, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such

conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed (occupation) 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.