

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-3164-2879		PAGE 1 OF 21			
2. CONTRACT NO. DACW31-03-P-0417		3. AWARD/EFFECTIVE DATE 29-Sep-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0118		6. SOLICITATION ISSUE DATE 27-Aug-2003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JACQUELI HENDERSON			b. TELEPHONE NUMBER (No Collect Calls) 410-962-3529		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 12 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: 0783 SIZE STANDARD: \$5.0		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
15. DELIVER TO OPS DIV RAYSTOWN LAKE PROJECT DWIGHT BEALL RD 1 BOX 222 HESSTON PA 16647		CODE E1R0260		16. ADMINISTERED BY CONTR DIV OPERATIONS BR PO BOX 1715 BALTIMORE MD 21203-1715		CODE E1P0500		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
17a. CONTRACTOR/ OFFEROR WEYANT JOSEPH JOSEPH WEYANT DBA: WEYANT LANDSCAPING 468 RIDGEWOOD DRIVE NEW PARIS PA 15554-0468 TEL: (814)839-2194		CODE 3DYJ0		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE TOB0200		13b. RATING	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule							26. TOTAL AWARD AMOUNT \$20,775.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.							ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.							ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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.				COPIES		29. AWARD OF CONTRACT: REFERENCE 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 29-Sep-2003		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PATRICIA J HENSLEY / ADDED BY SUMI TEL: 410-962-7718 EMAIL:					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/>		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

SOW

SECTION C

DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT

C.1. Installation of Landscape Trees – Scope of Work

C.1.1. Installation Requirements

C.1.1.1. The Contractor will be required to install landscape trees at Raystown Lake in accordance with the Bid Specifications. See Appendix A, Bid Specifications.

C.1.1.2. The Contractor shall provide all labor, equipment, materials, and accessories necessary to provide and install the landscape trees.

C.1.1.3. The Contractor may be limited to a designated entry and exit area to avoid conflicts with park visitors. Any conflicts that arise between the Contractor or his personnel and the visiting public will be addressed by the Contracting Officer or his/her Designated Representative.

C.1.1.4. The Contractor will be required to attend a pre-work conference prior to beginning work. The pre-work conference will be conducted at the Raystown Lake Ranger Office.

C.2. Material and Equipment Requirements

C.2.1. The Contractor will provide the following:

- ∅ All manual, electric or power driven equipment necessary to install trees.
- ∅ All stakes, wire, and fasteners.
- ∅ Labor sufficient to install landscape trees
- ∅ Landscape trees as specified in Appendix A.
- ∅ Transportation of personnel and material to the Seven Points Recreation area and the Tatman Run Recreation Area.

C.2.2. Costs incurred due to damage(s) to any government facility caused by the Contractor and/or his employees will be the responsibility of the Contractor.

C.2.3. The Contractor will furnish support vehicles sufficient to meet the needs for transportation of personnel, equipment and supplies within and between job sites at the project.

C.2.4. Government Furnished Materials. The Corps of Engineers shall furnish:
∅ Topsoil if needed to backfill planting pits.

C.3. Contractor Equipment and Safety

C.3.1 Contractor equipment may be inspected and approved by the Contracting Officer or his authorized representative prior to use. All applicable items must have operable safety equipment as specified in EM 385-1-1, Safety and Health Requirements Manual, dated 3 September 1996, available in the Raystown Lake Office.

C.3.2. All contractor employees must have and use personal protective devices as specified in EM 385-1-1 dated 3 September 1996. That equipment includes, but is not limited to, hard hats, hearing protection, footwear and eye protection. Required items will be furnished at no cost to the Government.

C.4. Contract Period

C.4.1. The installation shall commence within thirty (30) days following the receipt of Notice to Proceed. All work is to be completed within four (4) weeks from the starting date. Services will be performed continuously as required by the Contracting Officer or his Authorized Representative during the contract period to accomplish the work excluding weekends and Holidays. At the option of the Government, the contract period may be extended a maximum of thirty (30) days.

C.4.2. The Contractor is required to perform work Monday through Friday between the hours of 7a.m. and 5p.m. Work performed other than previously specified is to be approved in advance by Contracting Officer.

C.4.3. The Installation will be considered successful and completed when the Contracting Officer conducts a final inspection of the plantings.

C.5. Invoicing and Payment

The Contractor shall submit an itemized invoice after completion of the Landscape tree installation. The invoice will contain, at a minimum, the contractor's name, address, contract number, date submitted and cost per bid item.

C.6. Deductions

All work shall be performed in an orderly fashion consistent with the specifications as outlined in C.1.1.1. and C.1.1.2. If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again, at the contractors expense, in conformity with contract requirements, at no increase in contract amount. When defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to

contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

C.7. Default

Default of the contract shall be considered for various reasons relating to nonperformance of the contractual specifications.

C.8. Final Inspection and Acceptance

Acceptance of services is the responsibility of the Contracting Officer or his/her authorized representative (COR). The Contractor will provide a letter stating that all trees have been installed according to the industry standards.

C.9. Warranty

Furnished larger stock plants shall be guaranteed to be in a vigorous growing condition for a period of 12 months regardless of the contract time period. A plant shall be replaced one time, at the contractor’s expense under this guarantee. A written calendar time period for the guarantee of plant growth shall be furnished to the Contracting Officer.

C.10. Insurance

Pursuant to the contract clause entitled, Insurance—Work on a Government Installation, the contractor shall procure and maintain during the entire period of his performance under the contract the following minimum insurance.

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each vehicle) Bodily injury or death	\$ 200,000 per person \$500,000 per occurrence
Property Damage	\$20,000 per occurrence
Workers’ Compensation and Employer’s Liability	\$100,000 per person

Worker’s Compensation and Employer’s Liability: Contractors are required to comply with applicable Federal and State Worker’s compensation and occupational disease statutes.

End of Section C

ITEM	DESCRIPTION	QTY	UNIT	AMOUNT
001	The trees will be distributed to several locations as listed: Install 2'-2.5' Red Oak	15	ea	
002	Install 1"-2" Sugar Maple	30	ea	
003	Seven Point Recreation Area near Hesston, PA Install 2' Green Ash	15	80 trees ea	
004	Tatman Recreation Area near Entriken, PA Install 2' White Oak	20	40 trees ea	
005	Aitch Brook near Marklesburg, PA Install 5" Red Maple	15	15 trees ea	
006	Install 5'-6' Flowering Dogwood	15	ea	
007	Install 5'-6' Tulip Popular	15	ea	
008	Install 1" -2" Red Oak	10	ea	
	Total			

Appendix A.

**DECIDUOUS TREE PLANTING AT RAYSTOWN LAKE
PLANTING SPECIFICATIONS**

(sections not applicable have been deleted)

PART 1 GENERAL

1.3 SOURCE INSPECTIONS

1.3.1 Plant Materials

Plant materials shall be subject to inspection at the growing site by the Contracting Officer.

1.4 SHIPMENT, DELIVERY, INSPECTION, STORAGE, AND HANDLING

1.4.1 Shipment

1.4.1.1 Preparation

Digging and preparation for shipment shall be done in a manner that will not cause shock or damage to branches, trunk, or root systems.

a. Balled and Burlapped (BB) Plants: Ball size and ratio shall be provided as recommended by AAN-01. The ball shall be of a diameter and depth to encompass enough fibrous and feeding root system necessary for the full recovery of the plant. Removal shall be accomplished by hand digging or mechanical devices. Center the plant stem

or trunk in the ball and clean cut all roots at the ball surface. No roots shall be pulled from the ground. The root ball shall be completely wrapped with burlap or other suitable material and securely laced with twine.

b. Balled and Potted (Pot) Plants: Ball size and ratio shall be provided as recommended by AAN-01. The ball shall be of a diameter and depth to encompass enough fibrous and feeding root system necessary for the full recovery of the plant. Removal shall be accomplished by hand digging or mechanical devices. The plant stem or trunk shall be centered in the ball and all roots shall be clean cut at the ball surface. No roots shall be pulled from the ground. Containers shall be used to retain the ball unbroken. Container shall be sufficiently rigid to hold ball shape and protect root mass during shipping.

1.4.2 Delivery

1.4.2.1 Identification

Plants shall be identified with durable waterproof labels and weather-resistant ink. Plants shall have attached labels stating the correct plant name and size.

1.4.2.2 Protection During Delivery

Plants shall be protected during delivery to prevent desiccation of the plant or damage to the roots or balls. Branches of plants shall be protected by tying-in the branches and covering all exposed branches.

1.4.2.3 Topsoil (Will be provided by the Corps of Engineers if needed)

1.4.3 Inspection

Plant material shall be inspected upon arrival at the jobsite by the Contracting Officer for conformity to the paragraph PLANTS and paragraph Shipment, and any unacceptable plant material shall be removed from the jobsite.

1.4.4 Storage

1.4.4.1 Plant Storage

Plants not installed on the day of arrival at the site shall be stored and protected in areas designated by the Contracting Officer. Plants shall be protected from exposure to wind and shall be shaded from the sun. Covering that will allow air to circulate and prevent internal heat from building up shall be provided. Bare-root plants shall be heeled-in. All plants shall be kept in a moist condition by watering with a fine mist spray until planted.

1.4.5 Handling

Care shall be taken to avoid injury to plants. Materials shall not be dropped from vehicles. Balled and burlapped plants shall be handled carefully to avoid cracking or breaking the earth ball and container-grown plants shall be handled by the container. Plants shall not be handled by the trunk or stems.

PART 2 PRODUCTS

2.1 PLANTS

2.1.1 Varieties

Plants shall be nursery grown or plantation grown stock conforming to AAN-01 and shall be of the varieties specified in the plant list bearing botanical names listed in one or more of the publications listed under "Nomenclature" in AAN-01.

2.1.2 Substitutions

Substitutions will not be permitted without notifying the Contractor for approval by the Contracting Officer.

2.1.3 Growing Conditions

Plants shall be grown under climatic conditions similar to those in the locality of the project.

2.1.4 Quality

Well shaped, well grown, vigorous, healthy plants having healthy and well branched root systems shall be provided. Plants shall be provided free from disease, harmful insects and insect eggs, sun-scald injury, disfigurement and abrasion.

2.1.5 Size

Plants shall be furnished in sizes indicated. Plants larger in size than specified may be provided at no additional cost to the Government.

2.1.6 Measurement

Plant measurements shall be in accordance with AAN-01.

PART 3 EXECUTION

3.2 SITE PREPARATION

3.2.1 Layout

Plant material locations and bed outlines shall be staked on the project site before any excavation is made. Plant material locations may be adjusted by the Contracting Officer to meet field conditions.

3.2.2 Protection of Existing Vegetation

If lawns have been established prior to planting operations, the surrounding turf shall be covered before excavations are made in a manner that will protect turf areas. Existing trees, shrubbery, and beds that are to be preserved shall be barricaded in a manner that will effectively protect them during planting operations.

3.3 EXCAVATION

3.3.3 Plant Pits

Plant pits shall be dug to produce vertical sides and flat, uncompacted bottoms. When pits are dug with an auger and the sides of the pits become glazed, the glazed surface shall be scarified. [The size of plant pits shall be as shown.] [The minimum allowable dimensions of plant pits shall be 150 mm (6 inches) deeper than the depth of ball or the depth of base roots; for ball or root spreads up to 600 mm, (2 feet,) pit diameters shall be twice the root spread; for ball or root spreads from 600 to 1200 mm, (2 to 4 feet,) pit diameters shall be 600 mm (2 feet) greater; for ball or root spreads over 1200 mm, (4 feet,) pit diameters shall be 1-1/2 times the ball root spread.]

3.5 PLANTING TIMES AND CONDITIONS

3.5.1 Deciduous Planting Time

Install deciduous plants prior to leaf-out between October 1 and November 30 or between March 20 and May 30.

3.5.4 Planting Conditions

Planting operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped when directed. When special conditions warrant a variance to the planting operations, proposed planting times shall be submitted to and approved by the Contracting Officer.

3.6 INSTALLATION

3.6.3 Setting Plants

Plants shall be set plumb and held in position until sufficient soil has been firmly placed around roots or ball. Plants shall be set in relation to surrounding grade so that they are even with the depth at which they were grown in the nursery, or container.

3.6.10 Staking and fencing

3.6.10.2 Two Bracing Stakes – two 6 foot T-post will be used to secure

A minimum of 12 feet of 2 inch by 4 inch by 60 inch fence will be erected around each tree and secured to the T-post.

3.11 RESTORATION AND CLEAN UP

3.11.1 Restoration

Turf areas, pavements and facilities that have been damaged from the planting operation shall be restored to original condition at the Contractor's expense.

3.11.2 Clean Up

Excess and waste material from the planting operation shall be removed and disposed of off the site. Adjacent paved areas shall be cleared.

3.13 FINAL ACCEPTANCE

3.13.2 Final Inspection

A final inspection shall be held by the Contracting Officer to determine that deficiencies have been corrected. Time for the inspection shall be established in writing. Acceptance of the planting operation is subject to the guarantee of plant growth.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DELIVER & INSTALL (15) CALIPER RED OAK FFP CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROVIDE THE FOLLOWING SERVICES IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS: DELIVER AND INSTALL (15) 2-2.5 IN. CALIPER RED OAK (B&B). P.O.C.: JEFFREY KRAUSE (814)658-3405 ext. 236, CONTRACTING P.O.C.: JACKIE HENDERSON (410)962-3529, VENDOR REP. JOSEPH WEYANT (814)839- 2194 PURCHASE REQUEST NUMBER: W81W3G-3164-2879	1	Lump Sum	\$2,775.00	\$2,775.00

NET AMT \$2,775.00

ACRN AA Funded Amount \$2,775.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	DELIVER & INSTALL (30) SUGAR MAPLES FFP DELIVER AND INSTALL (30) 1-2 IN. CALIPER SUGAR MAPLES (B&B) PURCHASE REQUEST NUMBER: W81W3G-3164-2879	1	Lump Sum	\$3,690.00	\$3,690.00

NET AMT \$3,690.00

ACRN AA Funded Amount \$3,690.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum	\$2,775.00	\$2,775.00
	DELIVER & INSTALL (15) GREEN ASH FFP				
	DELIVER AND INSTALL (15) 2 IN. CALIPER GREEN ASH (B&B)				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2879				

NET AMT \$2,775.00

ACRN AA Funded Amount \$2,775.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lump Sum	\$3,940.00	\$3,940.00
	DELIVER & INSTALL (20) SCARLET OAK FFP				
	DELIVER AND INSTALL (20) 1.5-2 IN. CALIPER SCARLET OAK(B&B)				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2879				

NET AMT \$3,940.00

ACRN AA Funded Amount \$3,940.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lump Sum	\$2,955.00	\$2,955.00
	DELIVER & INSTALL (15) RED BUD FFP				
	DELIVER AND INSTALL (15) 1.5 IN. CALIPER RED BUD (B&B)				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2879				

NET AMT \$2,955.00

ACRN AA Funded Amount \$2,955.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Lump Sum	\$1,035.00	\$1,035.00
	DELIVER & INSTALL (15) FLOWERING DOGWOOD FFP				
	DELIVER AND INSTALL (15) 5-6 FOOT FLOWERING DOGWOOD CONTAINERIZED				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2879				

NET AMT \$1,035.00

ACRN AA Funded Amount \$1,035.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Lump Sum	\$1,755.00	\$1,755.00
	DELIVER & INSTALL (15) TULIP POPLAR FFP				
	DELIVER AND INSTALL (15) 5-6 FOOT TULIP POPLAR CONTAINERIZED				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2879				

NET AMT \$1,755.00

ACRN AA Funded Amount \$1,755.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lump Sum	\$1,850.00	\$1,850.00
	DELIVER & INSTALL (10) RED OAK FFP				
	DELIVER AND INSTALL (10) 1-2 IN. CALIPER RED OAK (B&B)				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2879				

NET AMT \$1,850.00

ACRN AA Funded Amount \$1,850.00

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2003 TO 30-NOV-2003	N/A	OPS DIV RAYSTOWN LAKE PROJECT DWIGHT BEALL RD 1 BOX 222 HESSTON PA 16647 814-658-3405 X203 FOB: Destination	E1R0260
0002	10-OCT-2003	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0003	10-OCT-2003	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0004	10-OCT-2003	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0005	10-OCT-2003	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0006	10-OCT-2003	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0007	10-OCT-2003	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0008	10-OCT-2003	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082420 2500A05250014900 NA 96181
 COST 000000000000
 CODE:
 AMOUNT: \$20,775.00

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation)	APR 2001
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
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
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.223-11	Ozone-Depleting Substances	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.212-7001 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Deviation)	APR 2001
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7016	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

WAGE DETERMINATION DECISION

WAGE DETERMINATION DECISION

OF THE SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:
 Decision No. 94-2451 (Rev. 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
 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	Revision No.: 24
Director	Wage Determinations	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.