

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-3210-6424		PAGE 1 OF 25	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0122		6. SOLICITATION ISSUE DATE 02-Sep-2003
7. FOR SOLICITATION INFORMATION CALL:		a. NAME GLORIA J FROST		b. TELEPHONE NUMBER (No Collect Calls) 410-962-3534		8. OFFER DUE DATE/LOCAL TIME 11:00 AM 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:\$6.0 MILLION		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS
15. DELIVER TO OPS DIV RAYSTOWN LAKE PROJECT DWIGHT BEALL RD 1 BOX 222 HESSTON PA 16647 TEL: (814) 658-6811 FAX:		CODE E1R0260	16. ADMINISTERED BY				
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY		CODE		
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
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>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				
			TEL:		EMAIL:		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)				
			42b. RECEIVED AT (Location)				
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	LANDSCAPE TREES PER SPECS FFP P.O.C.: DWIGHT BEALL @ 814-658-3405 X203 BUYER: GLORIA FROST @ 410-962-3534 FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE AND INSTALL LANDSCAPE TREES AT THE RAYSTOWN LAKE AMPHITHEATER IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS: 1. SPECIFICATIONS 2. WAGE DETERMINATION DECISION NO.:94-2451 (REV. 24) DATED 04 JUN 2003 OF THE SECRETARY OF LABOR IS APPLICABLE FOR THIS REQUIREMENT. PURCHASE REQUEST NUMBER: W81W3G-3210-6424	1	Lump Sum		

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001 10-OCT-2003 1 OPS DIV RAYSTOWN LAKE PROJECT E1R0260
 DWIGHT BEALL
 RD 1 BOX 222
 HESSTON PA 16647
 (814) 658-6811
 FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.207-4	Economic Purchase Quantity-Supplies	AUG 1987
52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
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
52.223-11	Ozone-Depleting Substances	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received

before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

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

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

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

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

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

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

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

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

Price, Prior Performance and Availability to Deliver

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

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party.

Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

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

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, 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.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

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

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

(End of clause)

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

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 **FAR** (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

(End of clause)

SPECIFICATIONS

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 Amphitheater 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.

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 contractor's 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	Install 8-10' Norway Spruce	5	ea	
002	Install 8-10' Colorado Blue	5	ea	
003	Install 5-6' Norway Spruce	20	ea	
004	Install 5-6' Colorado Blue	20	ea	
005	Install 1.5" Red Bud	15	ea	
006	Install 5'-6' Flowering Dogwood	15	ea	
007	Install 5'-6' Viburnum	10	ea	
008	Install 6' White Spruce	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.

Section B

Contractor shall provide labor, equipment and supplies unless otherwise stipulated to plant approximately 90 trees as per Appendix A and in accordance with contract specifications.

Item	Description	Quantities	U/I	Total Cost
1	Supply and plant trees as per specifications	1	Job	_____

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

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.