

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81ET4-4015-8399		PAGE 1 OF 61	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W911WN-04-R-0002	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JANET S LAUKAITIS		b. TELEPHONE NUMBER (No Collect Calls) 412-395-7476		6. SOLICITATION ISSUE DATE 17-Mar-2004	
9. ISSUED BY U.S. ARMY ENGINEER DISTRICT, PITTSBURGH CONTRACTING DIVISION (ROOM 727) W S MOORHEAD FEDERAL BUILDING 1000 LIBERTY AVENUE PITTSBURGH PA 15222-4186 TEL: 412-395-7465 FAX: 412-644-5109		CODE W911WN		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: 8000 SIZE STANDARD: 8.5mil		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
15. DELIVER TO LOGISTICS MANAGEMENT OFFICE ROOM 1900 US ARMY CORPS OF ENGINEER 1000 LIBERTY AV PITTSBURGH PA 15222-4186 TEL: FAX:		CODE H470000		16. ADMINISTERED BY		12. DISCOUNT TERMS	
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	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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 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		34. VOUCHER NUMBER	
				PARTIAL		FINAL	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Medical Surveillance Services FFP Medical Exam services as per the attached Item Price Breakdown Schedule PURCHASE REQUEST NUMBER: W81ET4-4015-8399	1	Lump Sum		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001	Medical Surveillance Services FFP OPTION PERIOD 1 Medical Exam services as per the attached Item Price Breakdown Schedule	1	Lump Sum		

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001		1	Lump Sum		
OPTION	Medical Surveillance Services FFP Option Period 2 Medical Exam services as per the attached Item Price Breakdown Schedule				

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001		1	Lump Sum		
OPTION	Medical Surveillance Services FFP Option Period 3 Medical Exam services as per the attached Item Price Breakdown Schedule				

MAX
NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001		1	Lump Sum		
OPTION	Medical Surveillance Services FFP Option Period 4 Medical Exam services as per the attached Item Price Breakdown Schedule				
					MAX NET AMT

FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(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://dodssp.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 all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

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

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

Technical Factors:

Corporate Experience/Principal Agent Experience: The Offeror has a minimum of 5 years of corporate/Principal agent experience in providing Occupational Health Services/Medical (Mobile Medical) Surveillance Services.

Facilities and Equipment: The Offeror has a Non Mobile Health Facility located within 20 miles of the Pittsburgh District Office. The contractor has demonstrated they have a Mobile Health Unit (Factory Built) capable of performing the tests required as described in the Specifications of this solicitation, and all equipment meets any and

all current state certification requirements and is in good working condition to perform all required tests.

Key Personnel: The Offerors employees shall have the qualifications as listed in the addendum under the Key Personnel Paragraph. All applicable licenses and certification(s) (for the states of Ohio, WV and PA) shall meet the applicable state and OSHA requirements for those personnel identified as key and whom will be performing any of the testing services.

Administrative Management: The offeror has the capability to successfully administer the contract, i.e. maintain employees medical records, timely submit medical evaluation forms and tests, complete quarterly and annual reports as required.

Subcontracts: The offeror has demonstrated that any subcontract(s) proposed have met all the aforementioned criteria. Additionally, if the lab work is subcontracted the offeror has demonstrated that the lab performing the Blood Lead Test is a certified Lab by the Center of Disease Control.

Past Performance:

Demonstrated experience in performing previous contracts similar to the size of scope of those services identified within the specifications.

Price:

A price evaluation in accordance with FAR 15.04-1(b) will be performed. Technical and past performance, when combined, are considered equal, in determining the technical acceptability of the offerors. Of those offerors whom are determined technically acceptable the offeror whom represents the overall lowest prices (base and all options years considered) will be the offeror eligible for the resultant award. This solicitation will be awarded based on the lowest overall price, technically acceptable offer.

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).

Of those offerors whom are determined technically acceptable the offeror who represents the overall lowest price (base and all option periods, considered) will be the offeror eligible for the resultant award. Failure to meet one or more of the aforementioned criteria will render an offeror unacceptable.

The determination of technical acceptability is based on the aforementioned criteria. (All factors are considered equal in their relative importance). Offerors are advised a separate written technical proposal must be submitted with cost proposal. The technical proposal submission must address all of the aforementioned criteria, and is limited to 60 pages. Failure to address criteria, may render offeror(s) ineligible for award. Award may be made without discussions.

(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)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

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

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

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

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

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

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

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer \$1 million or less

51 - 100 \$1,000,001 - \$2 million

101 - 250 \$2,000,001 - \$3.5 million

251 - 500 \$3,500,001 - \$5 million

501 - 750 \$5,000,001 - \$10 million

751 - 1,000 \$10,000,001 - \$17 million

Over 1,000 Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

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

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are

participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end

product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any

excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

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

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

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

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

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

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

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

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

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

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

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

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

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, 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 review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (MAR 1999) to 52.219-5.

(iii) Alternate II to (JUNE 2003) 52.219-5.

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9.

(iii) Alternate II (OCT 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUNE 2003) of 52.219-23.

(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__X__ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

___ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

__X__ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

__X__ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

__X__ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

__X__ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

X (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

 (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

 (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

 (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

 X (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

 X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) 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 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and 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 type and 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.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **effective date of contract award** through **12 months thereafter, or exhaustion of annum ceiling, whichever is first.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$200**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **THE ANNUM CEILING**

(2) Any order for a combination of items in excess of **THE ANNUM CEILING**; or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after [insert date].

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days prior to expiration of the current term.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)

It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence:*

*\$200,000 per claim, \$600,000 aggregate for the State of Pa.

*\$200,000 per claim, \$600,000 aggregate for the State of Oh

*\$200,000 per claim, \$600,000 aggregate for the State of WV

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

Contracting Officer insert the dollar value(s) of standard coverage(s) prevailing within the local community as to the specific medical specialty, or specialties, concerned, or such higher amount as the Contracting Officer deems necessary to protect the Government's interests.

(End of clause)

ADDENDUM

ADDENDUM:

THE FOLLOWING CLAUSES ARE HEREBY INCLUDED AS AN ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS:

PAYMENT TO BE MADE BY GOVERNMENT WIDE COMMERCIAL PURCHASE (GCPC)

- (b) To obtain authorization to place this charge against the proper GCPC account the contractor shall electronically submit, fax or mail the following information to the attention of the responsible buyer/cardholder identified at the time when services are ordered.
 - a. Date of service of exam, the number and types of exams performed, and the mobile location of exam, as identified in attachment to the specifications.
 - b. All completed paperwork for exam must be submitted prior to receiving payment for the exam performed.
 - c. Invoice (to include items listed in 1, and 2 above, as well as the applicable Task order number and contract number. The cardholder number shall not be included in any documents provided by the contractor) A copy of the invoice shall be sent to the Ordering Officer/Cardholder placing the order, a additional copy of the invoice will be sent to the test locations as identified in Attachment 11.
 - d. Billing for exams performed must be completed within 1 month of the date of service for the exam.
 - e. Billing Statement submitted must include the unique Work Item Codes, Types and Number of Exams per each Organizational Code element, for those exams conducted during the billing cycle. Work Item Code(s) are identified in Attachment 11 of the solicitation

WRITTEN OR ELECTRONIC NOTIFICATION OF ORDER PLACEMENT WILL BE ISSUED AGAINST THE SERVICES PERFORMED BY THE FOLLOWING BUYERS/CARDHOLDER(S):

Donna Y. Metz, CT-O
1000 Liberty Avenue
Rm. 727 W.S. Moorhead Federal Bldg.
Pittsburgh, PA 15222
Phone : (412) 395- 7468
Fax : (412) 644-6109

Darlene Young
1000 Liberty Avenue
Rm. 727 W.S. Moorhead Federal Bldg.
Pittsburgh, PA 15222
Phone: (412) 395- 7478
Fax: (412) 644-5109

Ronald Mazzei
1000 Liberty Avenue
Rm. 727 W.S. Moorhead Federal Bldg.
Phone: (412) 395-7475
Fax: (412) 644-5109

George L. Kusko
727 W.S. Moorhead Federal Bldg.
1000 Liberty Avenue
Pittsburgh, PA 15222
Phone: 412 395-7480
Fax: 412 644-5109

The buyer/cardholder will contact the contractor's designated point of contact, after receipt of services and provide the appropriate GCPC account number. Services billed must have been performed within the billing cycle and should not be prebilled to the GPC account.

INVOICING

Payment will be made monthly upon submission of a proper invoice:
Original – to the address shown in Block 18a of the Standard Form 1449
Additionally copies to be sent to the Location where exams were performed , as listed in Attachment 11 of the solicitation, to cover those services performed for the period of the invoice.

PERIOD OF SERVICES/ PERFORMANCE OF CONTRACT

The period of Services/Performance under this contract will be from the effective date of award thru 12 months thereafter, or until exhaustion of annum ceiling, with the option to renew for an additional four (1) year option periods.

PLACE OF PERFORMANCE OF SERVICES

Place of performance of services will be Pittsburgh Districtwide at the locations specified in Attachment 11 entitled " Summary of Projects,Project Codes, No. of Employees and Test Locations and Scheduled Dates for Physicals".

CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

- (A) Definition. "Contracting Officer's Representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.
- (B) If the Contracting Officer designates a contracting officer's representative (COR), The Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf on the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery or any other term or condition of the contract.

KEY PERSONNEL REQUIREMENT

A) Certain skilled experienced professional and or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" and are the personnel whose resumes were submitted for evaluation of the proposal in the following positions:

BOARD CERTIFIED PHYSICIAN WITH 3 YEARS OF EXPERIENCE IN OCCUPATIONAL HEALTH MEDICINE, AND EXPERIENCE IN HYPERBARIC MEDICINE DESIRABLE.

AUDIOLOGIST WITH 3 YEARS OF EXPERIENCE IN OCCUPATIONAL HEALTH EXPERIENCE

STATE CERTIFIED MEDICAL TECHNICIAN WITH 3 YEARS OF EXPERIENCE IN PROVIDING THE TYPES OF TESTING REQUIRED TO BE PERFORMED IN THE SPECIFICATION SECTION.

X RAY TECHNICIAN WITH STATE APPLICABLE CERTIFICATION/LICENSURE.

PROJECT MANAGER WITH THREE YEARS OF DEMONSTRATED EXPERIENCE/EDUCATION IN ADMINISTERING TO A MEDICAL SURVEILLANCE CONTRACT. PROJECT MANAGER WILL BE LISTED AS THE COMPANY POINT OF CONTACT FOR PURPOSES OF ORDER PLACEMENT.

The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (B) and (C).

- (a) If one or more of the key personnel for whatever reason, becomes or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer or his authorized representative promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

INSURANCE

- a. The Contractor shall, at his own expense, procure and maintain during the entire performance period of this contract insurance of at least the kinds and minimum amounts as set forth below:

TYPE	BODILY INJURY	AMOUNT	PROPERTY DAMAGE
Comprehensive General Liability	\$500,000	Per Occurrence	\$100,000
Automobile Liability	\$200,000 \$500,000	Each Person Per Occurrence	\$20,000
Workmen's Compensation Employer's Liability			As required by the Applicable State

b. Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

b. The contractor shall also require all first tier subcontractors who will perform work on a Government installation to procure and maintain the insurance required as stated above during the performance of this contract. The Contractor shall furnish a current Certificate of Insurance, for each first tier subcontractor to the Contracting Officer, at least five (5) days prior to entry of each such subcontractor's personnel to the Government Installation.

POSTAWARD CONFERENCE

A postaward conference will be held at the contracting activities location, 1000 Liberty Avenue, Pittsburgh, PA 15222. Attendance at this conference is mandatory, and will be held within 10 days of contract award., and will be scheduled by the Corps of Engineers.

US ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1-

A copy of the current US Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and its changes are available at <http://www.hq/usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as the effective date of this solicitation.

SPECIFICATIONS

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. GENERAL INFORMATION. The U.S. Army Corps of Engineers, Pittsburgh District is currently planning to contract for Industrial Medical Health Services which will be broken into mandatory examinations/tests and medical consultant services.

2. WORK HOURS. Normal work hours are 7:30 A.M. through 4:00 P.M., Monday through Friday at projects coded 10 through 14 and 24 through 39. Employees at projects coded 01 through 09 and 15 through 23 work shifts. A normal 10-hour project visit between the hours of 7 A.M. and 5 P.M. may accommodate all three shifts. The Contractor will not be permitted to work on Saturday, Sunday, or legal holidays or outside normal work hours unless otherwise authorized by the Contracting Officer. The following legal holidays are observed:

January 1st	July 4th	November 11th
3rd Mon. of Jan.	1st Mon. of Sept.	Last Thurs. of Nov.
3rd Mon. of Feb.	2nd Mon. of Oct.	December 25th
Last Mon. of May		

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government agencies.

3. SCOPE OF WORK.

a. General. The Contractor shall provide a professional staff, administrative support, and other services necessary to perform Occupational Health Services for a period of one year from date of award with four additional years as options to be exercised at the Government's discretion.

b. The examining physician or medical technician will perform those medical examinations and/or tests specified at the time of the examination. Examinations and/or tests not covered in Paragraph 4a and 4b, but deemed medically necessary will be specifically authorized by the Contracting Officer, or the Contracting Officer's Representative (COR).

c. The Contractor shall provide a medical evaluation of the employee's physical condition and physical ability to perform the job for each new employee, crane operator and/or diver examined. (See Paragraphs 4c and 4d.)

d. The Contractor shall use a Mobile Health Unit to conduct the medical tests (Category I) at each project coded 1 through 39 with the exceptions of:

ALLEGHENY RIVER - Lock 6, Lock 7, Lock 8 and Lock 9. The Contractor shall conduct the tests for these Locks at Lock 6.

MONONGAHELA RIVER - The Contractor shall conduct the tests for Morgantown Lock and Dam, Hildebrand Lock and Dam, and Opekiska Lock and Dam at Morgantown Lock and Dam.

BEAVER AREA OFFICE - Berlin Lake and M.J. Kirwan Dam & Reservoir. The Contractor shall conduct the tests at Berlin Lake.

MOSQUITO CREEK LAKE AND SHENANGO LAKE - The Contractor shall conduct the tests at Shenango Lake.

MONONGAHELA AREA OFFICE - Tygart Lake, Stonewall Jackson Lake, Conemaugh River Lake and Loyalhanna Lake - The Contractor shall conduct the tests at Tygart Lake.

UPPER ALLEGHENY AREA OFFICE - Allegheny Reservoir/Kinzua Dam and Tionesta Lake - The Contractor shall conduct the tests at Kinzua Dam.

The Contractor shall have the capability to handle employee work shifts.

e. The Contractor's Mobile Health Unit shall be available to conduct medical tests at projects coded 39 for up to eight days as follows: two days in November, December, January and February.

f. The Contractor shall provide a non-Mobile Health Examining Facility within 20 miles of 1000 Liberty Avenue, Pittsburgh, PA, to conduct examinations and tests. The non-mobile facility must have all the equipment necessary to perform the tests conducted on the mobile health unit. This non-mobile health facility shall schedule and complete medical examinations and/or tests including Divers Musculoskeletal Examinations (see Attachment 2) during normal duty hours within three (3) days of being advised of the requirement for a medical surveillance examination.

g. The Contractor may subcontract for a Mobile Health Unit, non-Mobile Facility and examiners.

h. A Mobile Health Unit is required and award will not be made to a Contractor proposing not to use a mobile unit.

i. The Contractor shall submit his proposed schedule for the mobile unit to the Contracting Officer's Representative (COR) thirty (30) days prior to commencement of work for approval by the Contracting Officer. The Contractor, upon prior request, will be furnished 110 volt, 20 amp, electrical service to their mobile unit, it should be noted that some of the sites may not have the capability to provide electrical service to the mobile unit. The Contractor will be responsible for the accessibility of the mobile unit to the various locations.

j. No additional payment will be made if it takes longer than the times estimated in paragraphs 2, 3e and 3f, to perform the work.

4. SPECIFIC SERVICES TO BE PROVIDED.

a. Medical Examination/Tests. The Contractor shall:

(1) Perform examinations/tests (the routine medical examinations will consist of four (4) categories as listed below);

(2) Send evaluations of the results of the required medical examinations/tests to the Safety Office, and Human Resources;

(3) Send results of the exam/test, to include a health data profile, to the employee and/or the designated private physician if authorized by the employee.

CATEGORY

DESCRIPTION

- | | |
|------|--|
| I. | Includes medical and occupational history, Audiogram testing performed in accordance with the requirement of 29 CFR 1910.95 OSHA Standards, Pulmonary Function Tests (PFT), blood chemistry screen SMAC 21 and one chest x-ray every five years. |
| II. | Includes a complete physical examination and evaluation to determine the physical qualifications of Pittsburgh's underwater divers. See attachment #2. Examination includes all Category I tests and histories. |
| III. | Includes a complete examination and evaluation to determine the physical qualifications of crane operators. See attachment #1. Examination includes all Category I tests and histories. |

- IV. Includes a complete examination with a back evaluation. Examination includes all Category I tests and histories.

NOTE: The definitions set forth in Enclosure 1 to PART I, Section C, apply where mentioned herein.

NOTE: Employees' blood pressure must be taken prior to conducting tests/exam.

b. Special Audiogram/Audiological Tests. A second audiogram is to be administered to employees experiencing a 20 dB loss at 1000, 2000, 3000, or 4000 Hz test frequency or a 25 dB average loss at 500, 1000, 2000, and 3000 Hz from Baseline. The second audiogram will be completed in a clinical setting by an Audiologist. If second audiogram confirms results, then a clinical audiological evaluation is to be completed.

- (1) Scheduling will be arranged by agreement between COR, employee and Audiologist.
- (2) Billing for these repeat tests will be submitted separately from regular physicals.

c. Diver/Crane Operators Fit-For-Duty-Determination. The Contractor shall provide an appropriate form to be approved by the Contracting Officer for reporting all evaluations of results of the required examinations to Safety, HR and the Branch Supervisor, as appropriate (see attachment 4 and 6). Results of exams/tests will not be reported on this form. This fit-for-duty form (attachment 6) shall include the following information:

- (1) Date of Examination.
- (2) Name of person examined and his/her project.
- (3) Medical examination category.
- (4) One of the following as applicable:
 - (a) Employee has no significant abnormalities.
 - (b) Employee has significant abnormalities which are non-occupational related.
 - (c) Employee has significant abnormalities which are suspected to be occupation related (provide explanation).
- (5) An evaluation of employee's physical condition and physical ability to perform the job using the criteria of attachment 4, and an indication of which of the following applies:
 - (a) Employee is fit for duty with no restrictions.
 - (b) Employee is fit for duty with restrictions (provide explanation).
 - (c) Employee is not fit for duty (provide explanation).

d. New Employee. The Contractor will perform Category IV examinations. The employee will provide to the Contractor a form SF 78 outlining the job requirements.

e. Review and evaluation of exam/tests. The physician will review, evaluate, and sign results of the Category exam/tests (see Attachments 4, 5, and 6).

f. Authorization Form. A form authorizing the physician to perform specific medical examination/tests and special test will be presented at the time of the examination (see Attachment 7). The form will contain the following:

- (1) Employee's Name.
- (2) Project/organization.
- (3) Social Security Number and Birth Date.
- (4) A list of the category examination/tests and/or special test requirements to be performed.
- (5) Name and signature of the employee's supervisor or other authorizing official.

g. Record Keeping. Clinical records of examination results required for job performance evaluations will be maintained by the Contractor for the entire contract period. All occupation related medical records shall remain the property of HR, and upon completion of the contract, the Contractor shall furnish to HR all original medical records of the employees examined, and all evaluations and consultations provided during the term of the Contract. The successful Contractor will be furnished all available medical history records of each employee at the beginning of the contract term. Also, within two weeks of receipt of a special request, the contractor will forward all medical records specified to HR. Medical records should be marked, "MEDICAL RECORDS - OPEN ONLY IN OFFICIAL OFFICE."

(1) Periodic Examinations. The Contractor shall return the test results (Attachment 6) and the completed Standard Form 78, Certificate of Medical Examination, to HR within three weeks following the periodic physical examinations/tests. The Contractor shall return the fit-for-duty form (Attachment 7) to the Branch Supervisor at the same time.

(2) Pre-placement Examinations. After the Contractor's physician has evaluated any pre-placement physical examination/tests results, the Contractor shall give the completed Crane Operator/Diver/New Employee SF-78, to the prospective employee immediately to be hand delivered to Safety and HR. The fit-for-duty form (attachment 8) will be given to the prospective employee immediately to be returned to the employee's immediate supervisor.

(3) Pre-separation Examinations. Within two weeks of the pre-separation tests the Contractor shall return test results form (Attachment 6), and all other medical records to the COR.

h. Examining Physicians. The examining/reviewing physician must be a licensed medical physician with at least three years of full-time experience in occupational health medicine. Experience in hyperbaric medicine is required for evaluation of divers. The contractor shall establish a schedule with the attending physicians of clinics whereby certain hours of given days of each month shall be set aside for medical examinations for Corps employees, and only those exams and tests authorized by the COR will be performed.

i. Reports. The contractor shall provide to the COR, quarterly, a cumulative report which includes the following:

- (1) Number of employees screened or tested, their ages, type of test/exam given, costs, and total number tested and job-site totals and summary of the results.
- (2) Number of employees potentially having job-related abnormalities and/or restrictions, totals and by job site including results of hearing conservation program.

- (3) A trend analysis and recommendations.

Additionally, an annual report will be submitted on a yearly basis beginning at start of contract and on 1 January thereafter. The annual summary shall include a consolidation of the quarterly report data and will not relate a specific finding to any given employees.

j. Reports. The contractor shall provide to the appropriate branch supervisor, upon completion of the project's yearly Occupational Health Examinations, a report which includes: Project Name, Employee Name, Dates Examinations Given, and Examinations/Tests Conducted (e.g. Cat I, Cat II, Cat III, Cat IV, Chest X-ray, Lead Blood Test, Back evaluations.) In addition, the Contractor shall provide the results of blood lead tests to the appropriate Branch supervisor as soon as possible, as mandated by OSHA. (See attachment 12 for general procedure for routing forms.)

k. A detailed flow chart (Attachment 12, page 1-4) indicates what forms the Contractor is responsible for routing to the Corps' COR and the employee.

5. CONTRACTOR LIABILITY. The Contractor assumes all legal and professional responsibilities attendant to the rendering of health services. The Contractor will submit evidence of liability to the Corps prior to commencement of work.

6. RIGHTS IN DATA. The Contractor shall not publish or disseminate any data obtained of information resulting from work pursuant to this contract without prior written approval of the Contracting Officer.

7. COST OF MAILING AND COMMUNICATIONS. The Contractor will assume the cost and responsibility for all mailing and communications resulting by this contract.

WAGE DETERMINATION

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

William W.Gross	Division of	Wage Determination No.: 1994-2451
Director	Wage Determinations	Revision No.: 24
		Date Of Last Revision: 06/04/2003

States:, Pennsylvania
 Area: 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 Occupation	
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 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 II	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 ordinance, 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 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed (occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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

William W.Gross

Division of

Wage Determination No.: 1994-2451
Revision No.: 24

01613 - Word Processor III	16.54
03000 - Automatic Data Processing Occupations	12.74
03010 - Computer Data Librarian	
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
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12100 - Medical Assistant	10.66
12130 - Medical Laboratory Technician	14.22
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12190 - Medical Record Technician	13.57
12221 - Nursing Assistant I	8.03
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12223 - Nursing Assistant III	9.85
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23260 - Fabric Worker	15.03
23290 - Fire Alarm System Mechanic	17.58
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23470 - Laborer	13.37
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23580 - Maintenance Trades Helper	13.89
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23700 - Office Appliance Repairer	18.41
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24580 - Child Care Center Clerk	8.86
24600 - Chore Aid	8.92
24630 - Homemaker	10.89
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27070 - Firefighter	19.87
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28000 - Stevedoring/Longshoremen Occupations	
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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):

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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 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WAGE DETERMINATION NO: 94-2573 REV (21) AREA: WV, STATEWIDE
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 WASHINGTON D.C. 20210

William W. Gross	Division of	Wage Determination No.: 1994-2573
Director	Wage Determinations	Revision No.: 21
		Date Of Last Revision: 02/19/2004

States: Kentucky, Ohio, **West Virginia**
 Area: Kentucky Counties of Boyd, Carter, Elliott, Floyd, Greenup, Johnson, Lawrence,
 Lewis, Magoffin, Martin, Pike
 Ohio Counties of Monroe, Morgan, Noble, Washington
West Virginia - All Counties except : Berkeley, Jefferson
 Note: **West Virginia** include all counties except Berkeley and Jefferson counties.

Fringe Benefits Required Follow the Occupational Listing	
OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	8.72
01012 - Accounting Clerk II	11.01
01013 - Accounting Clerk III	18.04
01014 - Accounting Clerk IV	20.19
01030 - Court Reporter	16.96
01050 - Dispatcher, Motor Vehicle	14.02
01060 - Document Preparation Clerk	11.14
01070 - Messenger (Courier)	8.28
01090 - Duplicating Machine Operator	11.19
01110 - Film/Tape Librarian	11.99
01115 - General Clerk I	8.54
01116 - General Clerk II	9.60
01117 - General Clerk III	12.02
01118 - General Clerk IV	13.50
01120 - Housing Referral Assistant	14.85
01131 - Key Entry Operator I	9.11
01132 - Key Entry Operator II	12.18
01191 - Order Clerk I	8.45
01192 - Order Clerk II	10.14
01261 - Personnel Assistant (Employment) I	10.98
01262 - Personnel Assistant (Employment) II	12.32
01263 - Personnel Assistant (Employment) III	15.43
01264 - Personnel Assistant (Employment) IV	17.34
01270 - Production Control Clerk	15.87
01290 - Rental Clerk	11.99

01300 - Scheduler, Maintenance	11.99
01311 - Secretary I	11.99
01312 - Secretary II	13.41
01313 - Secretary III	14.63
01314 - Secretary IV	16.51
01315 - Secretary V	18.29
01320 - Service Order Dispatcher	13.19
01341 - Stenographer I	13.51
01342 - Stenographer II	15.17
01400 - Supply Technician	16.32
01420 - Survey Worker (Interviewer)	13.41
01460 - Switchboard Operator-Receptionist	8.10
01510 - Test Examiner	13.41
01520 - Test Proctor	13.41
01531 - Travel Clerk I	10.15
01532 - Travel Clerk II	11.13
01533 - Travel Clerk III	11.90
01611 - Word Processor I	10.61
01612 - Word Processor II	11.91
01613 - Word Processor III	13.32
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.12
03041 - Computer Operator I	11.35
03042 - Computer Operator II	12.73
03043 - Computer Operator III	14.16
03044 - Computer Operator IV	15.73
03045 - Computer Operator V	17.42
03071 - Computer Programmer I (1)	14.42
03072 - Computer Programmer II (1)	17.85
03073 - Computer Programmer III (1)	21.79
03074 - Computer Programmer IV (1)	26.41
03101 - Computer Systems Analyst I (1)	21.29
03102 - Computer Systems Analyst II (1)	25.74
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.35
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	15.24
05010 - Automotive Glass Installer	14.02
05040 - Automotive Worker	14.02
05070 - Electrician, Automotive	14.52
05100 - Mobile Equipment Servicer	12.99
05130 - Motor Equipment Metal Mechanic	15.03
05160 - Motor Equipment Metal Worker	14.02
05190 - Motor Vehicle Mechanic	15.03
05220 - Motor Vehicle Mechanic Helper	12.44
05250 - Motor Vehicle Upholstery Worker	13.53
05280 - Motor Vehicle Wrecker	14.02
05310 - Painter, Automotive	14.52
05340 - Radiator Repair Specialist	14.02
05370 - Tire Repairer	12.55
05400 - Transmission Repair Specialist	15.04
07000 - Food Preparation and Service Occupation (not set) - Food Service Worker	7.16
07010 - Baker	9.39
07041 - Cook I	8.68
07042 - Cook II	9.39
07070 - Dishwasher	7.16
07130 - Meat Cutter	10.64
07250 - Waiter/Waitress	7.65

09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	14.72
09040 - Furniture Handler	11.58
09070 - Furniture Refinisher	14.72
09100 - Furniture Refinisher Helper	12.62
09110 - Furniture Repairer, Minor	13.71
09130 - Upholsterer	14.72
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	7.38
11060 - Elevator Operator	7.99
11090 - Gardener	9.19
11121 - House Keeping Aid I	6.74
11122 - House Keeping Aid II	7.25
11150 - Janitor	8.36
11210 - Laborer, Grounds Maintenance	8.10
11240 - Maid or Houseman	6.74
11270 - Pest Controller	10.86
11300 - Refuse Collector	8.70
11330 - Tractor Operator	9.27
11360 - Window Cleaner	8.91
12000 - Health Occupations	
12020 - Dental Assistant	10.93
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
12071 - Licensed Practical Nurse I	10.50
12072 - Licensed Practical Nurse II	11.78
12073 - Licensed Practical Nurse III	13.18
12100 - Medical Assistant	9.77
12130 - Medical Laboratory Technician	12.23
12160 - Medical Record Clerk	10.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.65
12222 - Nursing Assistant II	8.56
12223 - Nursing Assistant III	9.34
12224 - Nursing Assistant IV	10.49
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.90
12311 - Registered Nurse I	15.94
12312 - Registered Nurse II	19.53
12313 - Registered Nurse II, Specialist	19.53
12314 - Registered Nurse III	23.59
12315 - Registered Nurse III, Anesthetist	23.59
12316 - Registered Nurse IV	28.27
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.16
13011 - Exhibits Specialist I	12.91
13012 - Exhibits Specialist II	15.99
13013 - Exhibits Specialist III	19.56
13041 - Illustrator I	12.91
13042 - Illustrator II	15.99
13043 - Illustrator III	19.56
13047 - Librarian	18.29
13050 - Library Technician	13.41
13071 - Photographer I	12.30
13072 - Photographer II	13.71
13073 - Photographer III	16.98
13074 - Photographer IV	20.76
13075 - Photographer V	25.11

15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.42
15030 - Counter Attendant	7.42
15040 - Dry Cleaner	9.44
15070 - Finisher, Flatwork, Machine	7.42
15090 - Presser, Hand	7.42
15100 - Presser, Machine, Drycleaning	7.42
15130 - Presser, Machine, Shirts	7.42
15160 - Presser, Machine, Wearing Apparel, Laundry	7.42
15190 - Sewing Machine Operator	10.09
15220 - Tailor	10.73
15250 - Washer, Machine	8.05
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	14.72
19040 - Tool and Die Maker	15.27
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.50
21020 - Material Coordinator	15.22
21030 - Material Expediter	15.22
21040 - Material Handling Laborer	8.18
21050 - Order Filler	10.71
21071 - Forklift Operator	13.57
21080 - Production Line Worker (Food Processing)	13.43
21100 - Shipping/Receiving Clerk	10.88
21130 - Shipping Packer	10.88
21140 - Store Worker I	10.15
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.15
21210 - Tools and Parts Attendant	13.43
21400 - Warehouse Specialist	13.43
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.72
23040 - Aircraft Mechanic Helper	15.41
23050 - Aircraft Quality Control Inspector	19.25
23060 - Aircraft Servicer	16.74
23070 - Aircraft Worker	17.35
23100 - Appliance Mechanic	14.72
23120 - Bicycle Repairer	12.72
23125 - Cable Splicer	21.21
23130 - Carpenter, Maintenance	14.93
23140 - Carpet Layer	14.21
23160 - Electrician, Maintenance	17.98
23181 - Electronics Technician, Maintenance I	11.56
23182 - Electronics Technician, Maintenance II	19.59
23183 - Electronics Technician, Maintenance III	20.36
23260 - Fabric Worker	14.55
23290 - Fire Alarm System Mechanic	17.53
23310 - Fire Extinguisher Repairer	15.15
23340 - Fuel Distribution System Mechanic	19.03
23370 - General Maintenance Worker	14.21
23400 - Heating, Refrigeration and Air Conditioning Mechanic	15.44
23430 - Heavy Equipment Mechanic	17.42
23440 - Heavy Equipment Operator	14.76
23460 - Instrument Mechanic	17.53
23470 - Laborer	7.99
23500 - Locksmith	14.72
23530 - Machinery Maintenance Mechanic	18.42
23550 - Machinist, Maintenance	15.24
23580 - Maintenance Trades Helper	12.62
23640 - Millwright	18.37

23700 - Office Appliance Repairer	16.63
23740 - Painter, Aircraft	14.72
23760 - Painter, Maintenance	14.72
23790 - Pipefitter, Maintenance	18.06
23800 - Plumber, Maintenance	17.44
23820 - Pneudraulic Systems Mechanic	17.53
23850 - Rigger	17.86
23870 - Scale Mechanic	16.34
23890 - Sheet-Metal Worker, Maintenance	17.95
23910 - Small Engine Mechanic	14.20
23930 - Telecommunication Mechanic I	15.24
23931 - Telecommunication Mechanic II	15.77
23950 - Telephone Lineman	16.24
23960 - Welder, Combination, Maintenance	15.24
23965 - Well Driller	17.53
23970 - Woodcraft Worker	17.32
23980 - Woodworker	14.72
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	6.88
24580 - Child Care Center Clerk	8.59
24600 - Chore Aid	6.66
24630 - Homemaker	9.13
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.93
25040 - Sewage Plant Operator	15.32
25070 - Stationary Engineer	18.93
25190 - Ventilation Equipment Tender	13.82
25210 - Water Treatment Plant Operator	14.72
27000 - Protective Service Occupations	
(not set) - Police Officer	16.15
27004 - Alarm Monitor	8.29
27006 - Corrections Officer	12.03
27010 - Court Security Officer	13.78
27040 - Detention Officer	12.92
27070 - Firefighter	14.40
27101 - Guard I	8.08
27102 - Guard II	9.04
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	14.69
28020 - Hatch Tender	14.64
28030 - Line Handler	14.64
28040 - Stevedore I	13.92
28050 - Stevedore II	15.03
29000 - Technical Occupations	
21150 - Graphic Artist	16.46
29010 - Air Traffic Control Specialist, Center (2)	29.36
29011 - Air Traffic Control Specialist, Station (2)	20.24
29012 - Air Traffic Control Specialist, Terminal (2)	22.29
29023 - Archeological Technician I	16.07
29024 - Archeological Technician II	17.96
29025 - Archeological Technician III	22.26
29030 - Cartographic Technician	19.75
29035 - Computer Based Training (CBT) Specialist/ Instructor	18.46
29040 - Civil Engineering Technician	17.60
29061 - Drafter I	11.32
29062 - Drafter II	16.78
29063 - Drafter III	20.47
29064 - Drafter IV	22.26
29081 - Engineering Technician I	14.25

29082 - Engineering Technician II	15.99
29083 - Engineering Technician III	19.55
29084 - Engineering Technician IV	23.78
29085 - Engineering Technician V	29.63
29086 - Engineering Technician VI	35.53
29090 - Environmental Technician	14.30
29100 - Flight Simulator/Instructor (Pilot)	24.08
29160 - Instructor	18.21
29210 - Laboratory Technician	13.89
29240 - Mathematical Technician	21.43
29361 - Paralegal/Legal Assistant I	14.63
29362 - Paralegal/Legal Assistant II	16.51
29363 - Paralegal/Legal Assistant III	20.19
29364 - Paralegal/Legal Assistant IV	24.44
29390 - Photooptics Technician	22.92
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29491 - Unexploded Ordnance (UXO) Technician I	18.66
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29494 - Unexploded (UXO) Safety Escort	18.66
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29620 - Weather Observer, Senior (3)	16.12
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.52
14.52	
29622 - Weather Observer, Upper Air (3)	14.52
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31030 - Bus Driver	10.66
31260 - Parking and Lot Attendant	6.91
31290 - Shuttle Bus Driver	10.51
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31361 - Truckdriver, Light Truck	10.44
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99042 - Carnival Equipment Repairer	9.16
99043 - Carnival Worker	7.16
99050 - Desk Clerk	6.59
99095 - Embalmer	18.25
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99500 - Recreation Specialist	9.13
99510 - Recycling Worker	10.12
99610 - Sales Clerk	8.14
99620 - School Crossing Guard (Crosswalk Attendant)	8.76
99630 - Sport Official	7.11
99658 - Survey Party Chief (Chief of Party)	12.09
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99740 - Vending Machine Repairer Helper	9.40

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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 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444

should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or

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

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure

that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ADDENDUM FAR 52.212-1
ADDENDUM TO FAR 52.212-1

THE FOLLOWING CLAUSES ARE HEREBY INCLUDED AS AN ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS:

AWARD will be made as a whole to one offeror. Multipld awards will not be made against this requirement. 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 be 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. Of those offerors whom are determined technically acceptable the offeror who represents the overall lowest price (base and all option periods considered) will be the offeror eligible for the resultant award. Failure to meet one or more of the evaluation criteria identified in FAR clause 52.212-2 will render an offeror unacceptable.

OFFERORS ARE ADVISED A SEPARATE TECHNICAL PROPOSAL IS TO BE SUBMITTED WITH THE PRICE PROPOSAL, WHICH CONSISTS OF THE SIGNED SF 1449, CONTINUATION SHEET FOR PRICING (TO INCLUDE THE ITEM FEE BREAKDOWN SHEET, ENCLOSURE 1) REPRESENTATIONS AND CERTIFICATIONS. AWARD MAY BE MADE WITHOUT DISCUSSIONS. FAILURE TO SUBMIT ALL OF THE AFOREMENTIONED ITEMS MAY RENDER PROPOSSAL UNABLE TO BE EVALUATED AND UNACCEPTABLE.

ORDERING OFFICERS

ORDERING OFFICERS

AS SPECIFIED IN 52.216-18, ENTITLED ORDERING, ANY SERVICES TO BE FURNISHED UNDER THIS CONTRACT SHALL BE ORDERED BY ELECTRONIC OR FAXED VERIFICATION OF ORDER PLACEMENT BY THE FOLLOWING OFFICIALS:

TO BE DETERMINED AT TIME OF AWARD

WRITTEN OR ELECTRONIC NOTIFICATION OF ORDER PLACEMENT WILL BE ISSUED AGAINST THE SERVICES REQUIRED.