

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W33SUG-4002-7684		PAGE 1 OF 18		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W912HN-04-T-0017		6. SOLICITATION ISSUE DATE 04-Mar-2004	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TANGELA FOXX			b. TELEPHONE NUMBER (No Collect Calls) 912/652-6046	8. OFFER DUE DATE/LOCAL TIME 04:00 PM 21 Mar 2004		
9. ISSUED BY US ARMY ENGINEER DISTRICT SAVANNAH ATTN: CT-P/TANGELA FOXX 100 W OGLETHORPE AVENUE SAVANNAH GA 31401-3640 TEL: 912/652-6046 FAX: 912/652-6059		CODE TAF	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: 0782 SIZE STANDARD: \$5.0			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY				CODE	
17a. CONTRACTOR/ OFFEROR TEL.		CODE	18a. PAYMENT WILL BE MADE BY				CODE	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		FACILITY CODE	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT		
<input checked="" 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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)					
			TEL:		EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)					
			42b. RECEIVED AT (Location)					
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MOWINGFURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIAL AND SUPERVISON FOR MOWING ONCE EACH MONTH AT THE OPERATIONS DEPOT, HUTCHINSON ISLAND, SAVANNAH, GA. PURCHASE REQUEST NUMBER: W33SJG-4002-7684	9	Each		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	ADDITIONAL MOWINGSFURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS, AND SUPERVISON FOR ADDITIONAL MOWING, AS REQUIRED, AT THE OPERATIONS DEPOT, HUTCHINSON ISLAND, SAVANNAH, GA. THIS IS AN ESTIMATED QUANTITY AND SHALL NOT BE EXCEEDED WITHOUT THE APPROVAL OF THE CONTRACTING OFFICER. PURCHASE REQUEST NUMBER: W33SJG-4002-7684	4	Each		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	MONTHLY DISEASE CONTROLFURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS AND SUPERVISION FOR DISEASE CONTROL ONCE MONTHILY AT THE OPERATIONS DEPOT, HUTCHINSON ISLAND, SAVANNAH, GA PURCHASE REQUEST NUMBER: W33SJG-4002-7684	9	Each		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	DEWEEDING AND REMULCHING FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS AND SUPERVISION FOR DE-WEEDING AND REMULCHING AT THE OPERATIONS DEPOT, HUTCHINSON ISLAND, SAVANNAH, GA PURCHASE REQUEST NUMBER: W33SJG-4002-7684	6	Each		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	FERTILIZER APPLICATION FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS AND SUPERVISION FOR FERTILIZER APPLICATION AT THE OPERATIONS DEPOT, HUTCHINSON ISLAND, SAVANNAH, GA PURCHASE REQUEST NUMBER: W33SJG-4002-7684	2	Each		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	ANNUAL PRUNING FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS AND SUPERVISION TO PERFORM ANNUAL PRUNING OF ALL SHRUBS PLANTED AROUND THE BUILDING (TO INCLUDE BLDG 1) AND TREES AT THE OPERATIONS DEPOT, HUTCHINSON ISLAND, SAVANNAH, GA PURCHASE REQUEST NUMBER: W33SJG-4002-7684	1	Each		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	PRUNING MAINTENANCE FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS AND SUPERVISION TO PERFORMANCE PRUNING MAINTENANCE AT THE OPERATIONS DEPOT, HUTCHINSON ISLAND, SAVANNAH, GA PURCHASE REQUEST NUMBER: W33SJG-4002-7684	2	Each		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	ANNUAL MULCHING FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS AND SUPERVISION FOR ANNUAL MULCHING AT THE OPERATIONS DEPOT, HUTCHINSON ISLAND, SAVANNAH, GA PURCHASE REQUEST NUMBER: W33SJG-4002-7684	1	Each		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	TIDEGATE MOWING AND TRIMMING FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS AND SUPERVISION FOR MOWING AND TRIMMING ONCE MONTHLY AT THE OPERATIONS DEPOT, HUTCHINSON ISLAND, SAVANNAH, GA PURCHASE REQUEST NUMBER: W33SJG-4002-7684	9	Each		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	TIDEGATE ADDITIONAL MOWING AND FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS AND SUPERVISION FOR ADDITIONAL MOWING AND TRIMMING, AS REQUIRED, AT THE OPERATIONS DEPOT, HUTCHINSON ISLAND, SAVANNAH, GA THIS IS AN ESTIMATED QUANTITY AND SHALL NOT BE EXCEEDED WITHOUT THE APPROVAL OF THE CONTRACTING OFFICER. PURCHASE REQUEST NUMBER: W33SJG-4002-7684	2	Each		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	ROCK AND RIPRAP VEGETATION CONTROL FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS AND SUPERVISION TO PERFORM ROCK AND RIPRAP VEGETATION CONTROL ON BOTH SIDES OF THE TIDEGATE AREA, HUTCHINSON ISLAND, SAVANNAH, GA PURCHASE REQUEST NUMBER: W33SJG-4002-7684	2	Each		

FOB: Destination

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	01-APR-2004	9	N/A FOB: Destination	
0002	01-APR-2004	4	N/A FOB: Destination	
0003	01-APR-2004	9	N/A FOB: Destination	
0004	01-APR-2004	6	N/A FOB: Destination	
0005	01-APR-2004	2	N/A FOB: Destination	
0006	01-APR-2004	1	N/A FOB: Destination	
0007	01-APR-2004	2	N/A FOB: Destination	
0008	01-APR-2004	1	N/A FOB: Destination	
0009	01-APR-2004	9	N/A FOB: Destination	
0010	01-APR-2004	2	N/A FOB: Destination	
0011	01-APR-2004	2	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JAN 2004
52.212-2	Evaluation - Commercial Items	JAN 1999
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.236-7	Permits and Responsibilities	NOV 1991
52.237-1	Site Visit	APR 1984
52.247-6	Financial Statement	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	JAN 2004

CLAUSES INCORPORATED BY FULL TEXT

52.0200-4115 WAGE RATES (CESAS-CT FEB 95)

U.S. Department of Labor Wage Decision No. 94-2141 Rev 28 dated 5/30/2003 shall be applicable to any contract resulting from this solicitation. These rates and benefits are the minimums to be paid employees hereunder.

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)

(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.

 x (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).

(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).

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

(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).

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

(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).

___ (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.]

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

(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.).

___ (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)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Gardner	WG - 06 \$14.74
Laborer, Grounds Maintenance	WG - 03 \$11.61

(End of clause)

52.223-4001 OCCUPATIONAL SAFETY AND HEALTH ACT (NOV 1987 CESAS-CT)

The Contractor shall comply with the Occupational Safety and Health Act standards as well as the current edition of the Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1).

(End of provision)

52.223-4002 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). 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 through the date that is 10 calendar days prior to the date offers are due. If the solicitation is amended to extend the time set for receipt of offers, the 10 calendar days rule stated above shall be applied against the amended date. (For example, if offers are due on 10 April, all changes posted on or before 31 March shall apply to the contract. If the time for receipt of offers is extended from 10 April to 20 April, all changes posted on or before 10 April shall apply to the contract.)

52.228-4002 REQUIRED INSURANCE (FEB 1987 SAS) (Ref. FAR 28.307)

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

Comprehensive and Employer's Liability Insurance in the amount required by the State law in which the work is to be performed under this contract.

Comprehensive General Liability Insurance in an amount not less than \$500,000 per accident.

Automobile Liability Insurance: \$200,000 per person and \$500,000 per accident for bodily injury liability and \$20,000 property damage liability.

(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 interests 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 30 days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this subparagraph (c), in all subcontracts hereunder.

(End of clause)

52.239-4001 Year 2000 Compliance

The contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined as follows: Year 2000 compliant means with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information, used in combination with the information technology being acquired, properly exchanges date/time data with it.

SPECIFICATIONS AND SCOPE OF WORK FOR THE OPERATIONS DEPOT AND TIDE GATE STRUCTURE LANDSCAPE MAINTENANCE

WORK TO BE PERFORMED: Furnish necessary labor, equipment, material and supervision to maintain grass, trees, shrubs, planting beds and landscaped islands at the U.S. Army Corps of Engineers Operations Depot and to maintain grass and control undesirable vegetation at the U.S. Army Corps of Engineers Tide Gate Area. Maintenance services will include grass mowing, tree and shrub trimming and pruning, fertilizer application, plant disease control, weed removal, mulching, chemical control and plant replacement. Cleanup after a major storm event is not included within the scope of this contract.

WORK AREA: The work areas for this specification are:

Operations Depot

The entire area inside the fence bordered on three sides by a perimeter Fence and by the Savannah River on the fourth side and including the undeveloped area on upper level under the trees east of the upper parking lot, the slope beside the access road, and the steep bank and ditch running through the Depot. The area extending twenty feet outside the three fenced sides of the Depot including the ditches on the east and west sides.

Tide Gate Area

The area extending twenty feet outside the fence along the three fenced sides at the South Tidegate area. The entire area inside the fence at the South Tidegate Area including rock and riprap along the river on both sides of the Back river at the Tidegate Structure. The area is approximately ten (10) acres.

SITE VISIT: Before any work is begun, an on site meeting will be held between the Government and the Contractor to discuss the scope of work, Government procedures, and answer questions that may arise.

OPERATIONS DEPOT MONTHLY MOWING

The Contractor shall mow the grass once during the first two weeks of the month at the Operations Depot to a height of 3 inches starting in April and finishing in December. Grass clippings shall either be bagged and removed from the Depot or evenly redistributed on the grass. Clumps of grass clippings shall not be allowed on the grass. Before mowing operations begin each month, the contractor shall coordinate movement of vehicles and boats parked on the grass with the

Authorized Government Representative. The contractor may be required to mow around vehicles and boats that cannot be moved. The contractor shall take every step necessary to avoid damaging such vehicles or boats.

All border areas of grassed areas around concrete islands, buildings, fences, trees, lights, walks, guard rails, bumpers, curbs, signs, shrub beds or other fixed equipment and structures shall be trimmed to create a clean edge and uniform appearance during mowing activities. All trimming shall be completed by mechanical means except where the Authorized Government Representative specifically authorizes chemical control.

Ditches and other areas that cannot be cut by machine shall be hand cut.

All trash and debris (i.e. paper cups, plastic, etc.) found incidental to mowing and trimming shall be picked up and placed in Depot garbage containers.

Additional Mowing. Additional grass mowing, at the Operations Depot, will be at the Government's request. The grass will be mowed to a height of 3 inches. Grass clippings shall be treated as described in Item 0001AA.

The entire area inside the fence, the area outside the perimeter fence and all border areas of grassed areas around concrete islands, buildings, fences, trees, lights, walks, guard rails, bumpers, curbs, signs, shrub beds or other fixed equipment and structures shall be trimmed to create a clean edge and uniform appearance during mowing activities. All trimming shall be completed by mechanical means except where the Authorized Government Representative specifically authorizes chemical control.

Ditches and other areas that cannot be cut by machine shall be hand cut.

All trash and debris (i.e. paper cups, plastic, etc.) found incidental to mowing and trimming shall be picked up and placed in Depot garbage containers.

Monthly Disease Control. From April 2004 through December 2004, the Contractor shall be responsible for examination of trees, shrubs, ground covers and grassed areas for insect infestation, and disease damage. Common insect pests, which could be expected to be encountered in these areas, include (but are not limited to) spider mites, (red spider), white fly, bag worms, Japanese beetle, root nematodes and fire ants.

The Contractor shall be required to spray the affected area with a recommended pesticide and furnish a completed copy of the attached pesticide-use form indicating type of pesticide, weather conditions and other pertinent information as required.

The Contractor shall assure that pesticides are applied in strict accordance with the manufacturers recommendations and that proper protective clothing (masks, gloves, etc.) is worn during application and mixing. The Contractor shall not clean or wash pesticide spraying equipment or otherwise dispose of pesticide residues within the areas covered by this contract. Disposal procedures will be in accordance with labeling, federal, and state hazardous waste regulations. The Contractor shall supply to the Government a copy of his Pesticide Applicator's License.

Deweeding, Remulching. During the months of April, May, June, July, August, and October, weeds and grass shall be removed from around all shrubs, trees and ground covers including the removal of all grass and weeds from planter boxes, slopes, plant beds and landscape islands. In grassed areas where individual trees have been planted and mulched around the base, weeds shall be removed in a 2 ½-foot radius around each tree. All mulched areas will be re-mulched as needed. Weed removal shall not damage the stems or trunk of shrubs and trees. If trunks or stems are damaged by the Contractor, the Contractor shall be held responsible for full cost of replacing the damaged plant material with a tree or shrub of the same species, size and quality.

Fertilizer Application. The Contractor shall fertilize the lower grassed area, sloping grassed area along the entry road, trees, shrubs, and landscaped areas of the lower Operations Depot area as discussed below. The Contractor shall take random soil samples before application of fertilizer. The Contractor shall apply limestone, fertilizer and trace elements at the recommended rate indicated by the results of soil tests. Formulation of fertilizer will be based on the soil tests. Soil samples will be given to the County Agent for analysis. A copy of test results will be furnished to the Authorized Government Representative. Nutrients shall be applied around all trees, shrubs and groundcovers by hand. After mulch is pulled back from around the base of the plants, fertilizer will be evenly dispersed extending to the outermost limit of foliage or limb growth. The Contractor shall furnish copies of the soil test results and the receipts and bag tags for all nutrients supplied to the planting beds to the Authorized Government Representative. Fertilizer will be applied twice yearly around trees, shrubs and groundcovers and will be pelletized, slow-release type. Application periods will be from 1 April to 15 April and from 15 September to 1 October.

OPERATIONS DEPOT YEARLY MAINTENANCE

Annual Pruning. All shrubs and trees planted around buildings (including Building 1), the trees over the ditch area including the sloped area, the undeveloped upper tree covered area, the landscape islands and the trees covering the 20 ft. perimeter area outside the Depot fence shall be

pruned once each year between April and July. Evergreen and Deciduous shrubs shall be pruned between 1 April and 1 July. Trees covering the slope of the ditch area and the upper undeveloped area shall be pruned of overhanging limbs to provide 6 ft. of clearance off the ground. All trees, limbs, and root balls lying on the ground in the upper area shall be removed. The Contractor shall remove dead plants, diseased or damaged foliage, and stems and limbs from trees and shrubs. Trees to the east of the upper parking lot may be pruned as necessary to facilitate mowing of the area. Pruning will not be used to alter the natural growth habit of the plants. The landscape trees will not be pruned except to remove damaged or diseased limbs or to provide clearance along walkways, roadways, against buildings or as directed by the Government. Pruning shall be accomplished with hand-operated shears and pruning saws only. "Heading" and "Thinning" cuts will be utilized in shrub pruning. Pruning debris (limbs, vegetation, etc.) and all cuttings and ground clearing shall be removed from the Depot by the contractor. The Contractor shall coordinate pruning with the Authorized Government Representative before undertaking the pruning.

Additional Maintenance Pruning. This work shall be done only at the Government's request. The contractor shall remove dead plants and diseased or damaged foliage, stems and limbs from trees and shrubs. Trees to the east of the upper parking lot may be pruned as necessary to facilitate mowing of the area. Pruning will not be used to alter the natural growth habit of the plants. The landscape trees will not be pruned except to remove damaged or diseased limbs or to provide clearance along walkways, roadways, against buildings or as directed by the Government. "Heading" and "Thinning" cuts will be utilized in shrub pruning. The contractor shall remove all pruning debris (limbs, vegetation, etc.).

Annual Mulching. Pine straw and mulch shall be added around individually planted trees and shrubs once each year between 1 Apr and 30 May to maintain a compacted depth of approximately three (3) inches at a diameter of five (5) feet around each tree.

TIDEGATE AREA

Mowing and Trimming. The Contractor shall mow the Tidegate area grass to a height of 4 inches including the entire interior area, the rip-rap on the Georgia side, and the strip outside the fence once each month starting in April and continuing through December at approximately the same

time each month. The contractor shall trim the branches hanging over the 20 ft. perimeter strip outside the fence. Trimming by either mechanical or chemical means shall be completed around buildings, structures, and any permanently stored equipment.

Additional Tidegate Mowing. If additional grass mowing is required at the Tidegate, each additional mowing shall be billed on a per cutting basis at the contract unit price on the regular maintenance invoice.

Rock and Riprap Vegetation Control. During April and July, chemical vegetation control shall be applied to the rocks and riprap on both sides of the Tide Gate Structure and both banks of the river.

WORK SCHEDULE

Work for this contract will be performed during regular work hours of 7:00 AM to 6:00 PM, Monday through Friday. The contractor shall coordinate all work with the Authorized Government Representative. Work outside regular work hours may be allowed by the Authorized Government Representative on a case-by-case basis. The Contractor shall also coordinate all work outside regular work hours with the Authorized Government Representative before scheduling the work. The Authorized Government Representative will arrange access to work areas through the Security Guards at the operations Depot.

WORKMANSHIP

The Contractor shall leave work areas looking neat and clean.

SAFETY

The Contractor shall complete all work in a safe manner. A copy of the Contractor's accident prevention plan will be furnished to the Government for review and acceptance prior to starting work. Proper clothing and personal protective equipment appropriate to the work being done shall be worn at all times. All work shall be accomplished in accordance with US ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL (EM385-1-1). A copy of this manual will be provided. The Government reserves the right to require the contractor to stop work, at the contractor's expense, if conditions are deemed unsafe, until the condition is corrected.

INSPECTION, APPROVAL, AND INVOICES

Following notification by the contractor, the Authorized Government Representative will inspect and approve each of the contractor's monthly actions and annual work completed during the month.

Site Visit is scheduled for Thursday, 18 March 2004 @1000, Point of Contact is Mr. Segó (912) 652-5354.

WAGE DETERMINATION NO: 94-2141 REV (28) AREA: GA,SAVANNAH

WAGE DETERMINATION NO: 94-2141 REV (28) AREA: GA,SAVANNAH
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
WASHINGTON D.C. 20210

Wage Determination No.: **1994-2141**
William W.Gross Division of | Revision No.: 28
Director Wage Determinations| Date Of Last Revision: 05/30/2003

States: **Georgia**, South Carolina
Area: **Georgia** Counties of Appling, Bacon, Bryan, Bulloch, Candler, Chatham,
Effingham, Evans, Jeff Davis, Liberty, Long, McIntosh, Screven, Tattnall, Toombs,
Wayne
South Carolina Counties of Hampton, Jasper

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	8.57
01012 - Accounting Clerk II	10.41
01013 - Accounting Clerk III	11.89
01014 - Accounting Clerk IV	13.97
01030 - Court Reporter	11.39
01050 - Dispatcher, Motor Vehicle	11.39
01060 - Document Preparation Clerk	10.38
01070 - Messenger (Courier)	8.53
01090 - Duplicating Machine Operator	10.38
01110 - Film/Tape Librarian	11.72
01115 - General Clerk I	8.83
01116 - General Clerk II	9.93
01117 - General Clerk III	11.38
01118 - General Clerk IV	12.18
01120 - Housing Referral Assistant	13.02
01131 - Key Entry Operator I	9.57
01132 - Key Entry Operator II	12.30
01191 - Order Clerk I	9.53
01192 - Order Clerk II	11.78
01261 - Personnel Assistant (Employment) I	14.25
01262 - Personnel Assistant (Employment) II	17.24
01263 - Personnel Assistant (Employment) III	20.67
01264 - Personnel Assistant (Employment) IV	24.58
01270 - Production Control Clerk	13.87
01290 - Rental Clerk	9.26
01300 - Scheduler, Maintenance	10.57
01311 - Secretary I	10.57
01312 - Secretary II	11.73
01313 - Secretary III	13.02
01314 - Secretary IV	14.21

01315 - Secretary V	16.04
01320 - Service Order Dispatcher	10.19
01341 - Stenographer I	9.08
01342 - Stenographer II	10.19
01400 - Supply Technician	14.21
01420 - Survey Worker (Interviewer)	11.73
01460 - Switchboard Operator-Receptionist	8.67
01510 - Test Examiner	11.73
01520 - Test Proctor	11.73
01531 - Travel Clerk I	9.44
01532 - Travel Clerk II	10.07
01533 - Travel Clerk III	10.87
01611 - Word Processor I	10.36
01612 - Word Processor II	11.64
01613 - Word Processor III	13.01
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.00
03041 - Computer Operator I	11.00
03042 - Computer Operator II	12.25
03043 - Computer Operator III	15.08
03044 - Computer Operator IV	16.77
03045 - Computer Operator V	18.56
03071 - Computer Programmer I (1)	15.29
03072 - Computer Programmer II (1)	20.86
03073 - Computer Programmer III (1)	22.78
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	22.12
03102 - Computer Systems Analyst II (1)	25.96
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.00
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	14.73
05010 - Automotive Glass Installer	12.53
05040 - Automotive Worker	12.78
05070 - Electrician, Automotive	13.23
05100 - Mobile Equipment Servicer	11.14
05130 - Motor Equipment Metal Mechanic	13.96
05160 - Motor Equipment Metal Worker	12.53
05190 - Motor Vehicle Mechanic	13.96
05220 - Motor Vehicle Mechanic Helper	10.45
05250 - Motor Vehicle Upholstery Worker	11.85
05280 - Motor Vehicle Wrecker	12.53
05310 - Painter, Automotive	13.23
05340 - Radiator Repair Specialist	12.53
05370 - Tire Repairer	9.87
05400 - Transmission Repair Specialist	13.96
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.23
07010 - Baker	10.61
07041 - Cook I	8.57
07042 - Cook II	9.64
07070 - Dishwasher	6.63
07130 - Meat Cutter	10.86

07250 - Waiter/Waitress	6.86
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.29
09040 - Furniture Handler	10.49
09070 - Furniture Refinisher	15.29
09100 - Furniture Refinisher Helper	12.07
09110 - Furniture Repairer, Minor	13.68
09130 - Upholsterer	15.29
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	7.33
11060 - Elevator Operator	6.73
11090 - Gardener	9.72
11121 - House Keeping Aid I	6.73
11122 - House Keeping Aid II	7.31
11150 - Janitor	7.33
11210 - Laborer, Grounds Maintenance	7.94
11240 - Maid or Houseman	6.73
11270 - Pest Controller	10.36
11300 - Refuse Collector	7.33
11330 - Tractor Operator	9.13
11360 - Window Cleaner	7.94
12000 - Health Occupations	
12020 - Dental Assistant	11.75
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.42
12071 - Licensed Practical Nurse I	9.90
12072 - Licensed Practical Nurse II	11.10
12073 - Licensed Practical Nurse III	12.42
12100 - Medical Assistant	11.06
12130 - Medical Laboratory Technician	11.06
12160 - Medical Record Clerk	10.05
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.27
12222 - Nursing Assistant II	8.17
12223 - Nursing Assistant III	8.92
12224 - Nursing Assistant IV	10.00
12250 - Pharmacy Technician	12.53
12280 - Phlebotomist	12.21
12311 - Registered Nurse I	17.62
12312 - Registered Nurse II	21.54
12313 - Registered Nurse II, Specialist	21.54
12314 - Registered Nurse III	26.06
12315 - Registered Nurse III, Anesthetist	26.06
12316 - Registered Nurse IV	30.38
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	13.70
13011 - Exhibits Specialist I	15.56
13012 - Exhibits Specialist II	19.13
13013 - Exhibits Specialist III	23.39
13041 - Illustrator I	15.56
13042 - Illustrator II	19.13
13043 - Illustrator III	23.39
13047 - Librarian	18.96
13050 - Library Technician	13.09

13071 - Photographer I	13.85
13072 - Photographer II	15.56
13073 - Photographer III	19.13
13074 - Photographer IV	23.39
13075 - Photographer V	28.30
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	6.85
15030 - Counter Attendant	6.85
15040 - Dry Cleaner	7.92
15070 - Finisher, Flatwork, Machine	6.85
15090 - Presser, Hand	6.85
15100 - Presser, Machine, Drycleaning	6.85
15130 - Presser, Machine, Shirts	6.85
15160 - Presser, Machine, Wearing Apparel, Laundry	6.85
15190 - Sewing Machine Operator	8.79
15220 - Tailor	9.39
15250 - Washer, Machine	7.15
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15.43
19040 - Tool and Die Maker	18.63
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	12.85
21020 - Material Coordinator	13.87
21030 - Material Expediter	13.87
21040 - Material Handling Laborer	9.34
21050 - Order Filler	10.45
21071 - Forklift Operator	12.10
21080 - Production Line Worker (Food Processing)	12.10
21100 - Shipping/Receiving Clerk	11.55
21130 - Shipping Packer	11.70
21140 - Store Worker I	9.37
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.76
21210 - Tools and Parts Attendant	12.10
21400 - Warehouse Specialist	12.10
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	17.74
23040 - Aircraft Mechanic Helper	13.28
23050 - Aircraft Quality Control Inspector	18.60
23060 - Aircraft Servicer	15.05
23070 - Aircraft Worker	15.91
23100 - Appliance Mechanic	15.29
23120 - Bicycle Repairer	12.42
23125 - Cable Splicer	16.26
23130 - Carpenter, Maintenance	15.38
23140 - Carpet Layer	14.55
23160 - Electrician, Maintenance	16.44
23181 - Electronics Technician, Maintenance I	18.75
23182 - Electronics Technician, Maintenance II	19.83
23183 - Electronics Technician, Maintenance III	20.91
23260 - Fabric Worker	13.73
23290 - Fire Alarm System Mechanic	16.13
23310 - Fire Extinguisher Repairer	12.89
23340 - Fuel Distribution System Mechanic	16.13

23370 - General Maintenance Worker	10.13
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.67
23430 - Heavy Equipment Mechanic	18.55
23440 - Heavy Equipment Operator	18.55
23460 - Instrument Mechanic	18.55
23470 - Laborer	7.33
23500 - Locksmith	15.38
23530 - Machinery Maintenance Mechanic	19.28
23550 - Machinist, Maintenance	17.74
23580 - Maintenance Trades Helper	12.07
23640 - Millwright	19.23
23700 - Office Appliance Repairer	15.38
23740 - Painter, Aircraft	16.82
23760 - Painter, Maintenance	17.27
23790 - Pipefitter, Maintenance	18.16
23800 - Plumber, Maintenance	17.22
23820 - Pneudraulic Systems Mechanic	16.26
23850 - Rigger	16.13
23870 - Scale Mechanic	14.55
23890 - Sheet-Metal Worker, Maintenance	16.13
23910 - Small Engine Mechanic	14.55
23930 - Telecommunication Mechanic I	16.13
23931 - Telecommunication Mechanic II	16.91
23950 - Telephone Lineman	16.13
23960 - Welder, Combination, Maintenance	16.13
23965 - Well Driller	16.26
23970 - Woodcraft Worker	16.26
23980 - Woodworker	12.85
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.69
24580 - Child Care Center Clerk	9.58
24600 - Chore Aid	5.86
24630 - Homemaker	10.66
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.74
25040 - Sewage Plant Operator	15.29
25070 - Stationary Engineer	17.74
25190 - Ventilation Equipment Tender	12.07
25210 - Water Treatment Plant Operator	15.29
27000 - Protective Service Occupations	
(not set) - Police Officer	16.33
27004 - Alarm Monitor	8.47
27006 - Corrections Officer	15.20
27010 - Court Security Officer	15.24
27040 - Detention Officer	15.20
27070 - Firefighter	16.64
27101 - Guard I	6.56
27102 - Guard II	9.47
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	14.53
28020 - Hatch Tender	14.53
28030 - Line Handler	14.53
28040 - Stevedore I	13.67

28050 - Stevedore II	15.37	
29000 - Technical Occupations		
21150 - Graphic Artist	18.66	
29010 - Air Traffic Control Specialist, Center (2)	29.10	
29011 - Air Traffic Control Specialist, Station (2)	20.07	
29012 - Air Traffic Control Specialist, Terminal (2)	22.09	
29023 - Archeological Technician I	15.16	
29024 - Archeological Technician II	17.04	
29025 - Archeological Technician III	21.04	
29030 - Cartographic Technician	21.16	
29035 - Computer Based Training (CBT) Specialist/ Instructor		22.12
29040 - Civil Engineering Technician	19.13	
29061 - Drafter I	13.53	
29062 - Drafter II	15.24	
29063 - Drafter III	17.12	
29064 - Drafter IV	21.04	
29081 - Engineering Technician I	13.75	
29082 - Engineering Technician II	15.48	
29083 - Engineering Technician III	17.39	
29084 - Engineering Technician IV	21.38	
29085 - Engineering Technician V	26.13	
29086 - Engineering Technician VI	31.63	
29090 - Environmental Technician	14.50	
29100 - Flight Simulator/Instructor (Pilot)	23.43	
29160 - Instructor	18.66	
29210 - Laboratory Technician	14.34	
29240 - Mathematical Technician	21.04	
29361 - Paralegal/Legal Assistant I	13.09	
29362 - Paralegal/Legal Assistant II	15.75	
29363 - Paralegal/Legal Assistant III	17.50	
29364 - Paralegal/Legal Assistant IV	21.18	
29390 - Photooptics Technician	21.04	
29480 - Technical Writer	18.96	
29491 - Unexploded Ordnance (UXO) Technician I		18.49
29492 - Unexploded Ordnance (UXO) Technician II		22.37
29493 - Unexploded Ordnance (UXO) Technician III		26.81
29494 - Unexploded (UXO) Safety Escort	18.49	
29495 - Unexploded (UXO) Sweep Personnel	18.49	
29620 - Weather Observer, Senior (3)	15.95	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)		14.34
29622 - Weather Observer, Upper Air (3)	14.34	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	11.61	
31260 - Parking and Lot Attendant	8.37	
31290 - Shuttle Bus Driver	10.90	
31300 - Taxi Driver	9.87	
31361 - Truckdriver, Light Truck	10.90	
31362 - Truckdriver, Medium Truck	11.59	
31363 - Truckdriver, Heavy Truck	13.01	
31364 - Truckdriver, Tractor-Trailer	13.01	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	7.62	
99030 - Cashier	6.90	

99041 - Carnival Equipment Operator	8.34	
99042 - Carnival Equipment Repairer	8.89	
99043 - Carnival Worker	6.69	
99050 - Desk Clerk	8.41	
99095 - Embalmer	16.57	
99300 - Lifeguard	8.67	
99310 - Mortician	16.57	
99350 - Park Attendant (Aide)	10.88	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		7.54
99500 - Recreation Specialist	10.66	
99510 - Recycling Worker	9.13	
99610 - Sales Clerk	8.67	
99620 - School Crossing Guard (Crosswalk Attendant)		6.97
99630 - Sport Official	7.54	
99658 - Survey Party Chief (Chief of Party)	18.50	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		15.85
99660 - Surveying Aide	11.56	
99690 - Swimming Pool Operator	9.52	
99720 - Vending Machine Attendant	7.94	
99730 - Vending Machine Repairer	9.52	
99740 - Vending Machine Repairer Helper	7.94	

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, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

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

Source of Occupational Title and Descriptions:

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (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.