



Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Security Guard Services - Base Period FY04 FFP PURCHASE REQUEST NUMBER: W68SBV-4086-3889	1	Lump Sum	_____	_____
				NET AMT	_____

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Security Guard Services - Option Period FY05 FFP	1	Lump Sum	_____	_____
OPTION				NET AMT	_____

FOB: Destination

NOTES

- SET ASIDE FOR SMALL BUSINESS.
- CCR REGISTRATION REQUIRED.
- IF NOT REGISTERED PLEASE VISIT [WWW.CCR.GOV](http://WWW.CCR.GOV). CCR HELPLINE: 1-888-227-2423.
- THIS ORDER SHALL BE PRICED FOB DESTINATION. PRICING FOR LINE ITEM SHALL INCLUDE ALL SHIPPING CHARGES TO DESTINATION.
- PRICES QUOTED MUST BE VALID FOR 30 DAYS.
- TO ENSURE RECEIPT OF YOUR QUOTE, SUBMIT VIA FAX TO JENNIFER @ 509-527-7802
- GSA # (if applicable) \_\_\_\_\_
- TAX ID# \_\_\_\_\_
- DUNS # \_\_\_\_\_
- CAGE CODE # \_\_\_\_\_
- VISIT [www.nww.usace.army.mil](http://www.nww.usace.army.mil) ORGANIZATION PAGE, CONTRACTING, FOR A LISTING OF ADVERTISED SOLICITATIONS (DIRECT LINK;  
<http://www.nww.usace.army.mil/ebs/AdvertisedSolicitations.asp>)

## Section C - Descriptions and Specifications

SCOPE OF WORK

1. The Contractor shall provide armed security guards at Lucky Peak Dam. Services shall be provided for a base period and one option period with the base period beginning on May 27, 2004 (dependant on lake level) to August 20, 2004 (dependant on lake level).
2. The Contractor shall provide one-guard, 14-hour coverage, 7 days per week. The initial work hours of duty will be 4:15 PM to 6:15 AM. The guard will be on stationary duty at locations along the dam crest road to be determined by the Lucky Peak Operations Manager, and will also provide periodic roving patrols in the vicinity of the dam. The patrol route, also to be determined by the Lucky Peak Operations Manager, may include up to a distance of about 3.7 miles (one way). It is expected that there will be approximately 4 roving patrol cycles per 14-hour shift. The Contractor shall schedule breaks at appropriate times during the shift but which should vary slightly to avoid an easily discernable pattern.
3. Security guards shall be in uniform, neatly groomed, and they shall possess company identification. Uniforms shall be a color in general use by large guard or security organizations and shall be readily distinguishable from those of local and state law enforcement agencies and from those of Federal Protective Officers. All employees performing under this contract shall wear the same color and style of uniform. Appropriately styled uniforms (female pants) shall be worn by female members of the guard force. All guards shall be in uniform and ready to begin work promptly at the start of their shift and shall remain on the job and in full uniform until the end of their full tour of duty.
4. The Contractor shall be bonded and shall ensure all employees working on site meet the following qualifications prior to contract award.
  - a. Is a citizen of the United States of America or a person authorized to legally work in the United States.
  - b. Be 21 years old or older. While there is no limit to the maximum age of a guard, he/she must be able to withstand the physical demands of the job and be capable of responding to emergency situations. Stamina in all its forms (physical, mental, climate-related, etc) is a basic requirement of this position. The individual may be required to subdue violent or potentially violent people. Any individual who cannot meet the physical requirements of this position will not be qualified to work under this contract.
  - c. Be able to speak, read, and write the English language fluently and operate hand-held radios to maintain communication.
  - d. Possess a valid security officer/guard license issued by the state(s) in which work is performed including firearms licensing as required.
  - e. Must meet one of the following experience/education requirements:
    - (1) Three years of security experience within the past 5 years; or
    - (2) Three years of military service (active duty, reserve or National Guard) as a law enforcement specialist or officer.
    - (3) Successful completion of Police Officer's Standard Training (POST) and a minimum of one-year experience as a law enforcement or security specialist.
5. The Lucky Peak Operations Manager will establish stationary positions and the regular roving patrol route, including approximate times for each activity. These positions/route may be adjusted from time to time as determined by the Operations Manager.

The Contractor shall provide the name of each new guard, in writing, prior to or at the start of the first shift of that individual. This information will be provided to the Operations Manager and to the Contracting Officer.

6. Duties of the guards will include:

- a. Surveillance of the dam structure and appurtenant facilities, the dam crest access road and the areas along the previously described roving patrol routes.
- b. Prevention of public access to restricted areas around the dam as delineated by existing signage.
- c. Maintain law and order within the areas of assignment within the limits of authority.
- d. Enforce the "No Stopping on Dam" regulation as provided for by existing signage.
- e. Prepare reports on accidents, fires, bomb threats, attempts to gain access to unauthorized areas, unusual incidents, and unlawful acts, and provide these reports to the Operations Manager. Contractor employees may be required to testify in judicial proceedings on behalf of the Government.
- f. Maintain a daily log of activities and observances and have available for review by the Government COR upon request.
- g. Exchange pertinent information with the Corps of Engineers personnel during the first and last half-hour periods of the shift.
- h. Firearms shall be handled in a safe and prudent manner. No firearms or ammunition will be stored on the premises.

7. The contractor may be given the use of a limited amount of government-furnished property in the form of radio(s). Use of this property will be limited to that necessary for the conduct of functions within this contract. Personal use of government-furnished property is not allowed. The contractor shall provide all of the equipment including vehicles for roving patrol and material necessary to perform all of the functions of this contract, with the exception of the government-furnished property cited above.

8. Where required by local law or ordinance, the contractor shall:

- a. Make and complete all arrangements with the appropriate officials in the city, county or state in which the facilities are located.
- b. Obtain all permits necessary for each employee to perform as a security guard. Copies of any licenses, permits, and certifications necessary shall be furnished to the contracting officer.
- c. Require all employees to carry the necessary permits on their person while on duty.

9. Within 30 days after contract award, where **required** by local law or ordinance, the Contractor shall make and complete all appropriate arrangements with the appropriate officials in the City, County, or the State in which the facilities are located to:

- a. Have each employee appointed as a Constable, Special Policeman, and Conservator of the Peace, with sufficient authority to detain or make arrests for violations of law occurring at the locations specified in the contract. (Applies only when such appointments are obtainable and/or required by local or state law). Should such appointments not be obtainable, then the Contractor shall provide the Contracting Officer's Representative, in writing, with the exact extent to which his guards, under his State license, can exercise citizen arrest authority and booking procedure for misdemeanors and felonies so that the

Contracting Officer's Representative can insert this information in the appropriate section of the Officer's Duty Book as required.

The Contractor shall specifically indicate whether or not his guards can physically arrest a person who has committed a misdemeanor in their presence or that they are only authorized to use the psychological and persuasion approach to detain the violator. The contractor shall assume full liability for any act of his/her employee(s) in the exercise of any of his/her duties, including the exercise of any police authority, under this contract.

- b. Obtain all permits necessary for each employee to perform as an armed security guard. Copies of the licenses, permits and certifications described herein shall be furnished to the Contracting Officer's Representative prior to the commencement of work under this contract.
- c. All necessary permits shall be carried by each employee on their person while on duty unless local or state law requires the Contractor to maintain the records.
- d. Provide any official bond required, pay any fees or costs involved or related to the appointment of employees as Constable, Special Police, or Conservators of the Peace and/or authorization for the arming of any employees engaged in providing services specified under this contract.

10. The Contractor shall, at the request of the Contracting Officer or his authorized representative, remove any guard whose behavior is deemed inappropriate or objectionable.

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 27-MAY-2004 TO 20-AUG-2004	N/A	LUCKY PEAK PROJECT OFFICE US ARMY CORPS OF ENG LUCKY PEAK PROJECT O BOISE ID 83716 FOB: Destination	G4R0L00
0002	POP 23-MAY-2005 TO 19-AUG-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	G4R0L00

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-25	Affirmative Action Compliance	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

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

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) 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, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) 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.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible 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.

(g)(1)(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 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 of the FAR; 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 (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(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.

(2) 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 FAR 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.

(h) 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)

#### 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (APR 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

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

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

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

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

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

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (APR 2003).

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

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

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

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

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

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

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 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) (Applies to contracts over \$25,000).

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

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

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

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

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

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

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

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

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

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

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

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer

will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/index.html>

<http://www.acq.osd.mil/dp/dars/dfars.html>

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

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

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

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

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

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

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

(End of clause)

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 30 days.

(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 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 7 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 10 months.

(End of clause)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561612.

(2) The small business size standard is \$10,500,000.00.

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

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

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

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

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

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

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

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women; 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

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

(d) Notice.

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

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.  
(End of provision)

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

The offeror represents that --

- (a)  It has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b)  It has,  has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.  
(End of provision)

#### 52.222-42 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	
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Security Guard (GS-0085)	\$17.43	\$9.24
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(End of clause)

#### 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--
  - (1) The Contracting Officer has given prior written approval; or
  - (2) The information is otherwise in the public domain before the date of release.
- (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.
- (c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

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

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) 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, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) 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.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible 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.

(g)(1)(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 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 of the FAR; 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 (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(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.

(2) 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 FAR 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.

(h) 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)

#### Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Security Office will process the investigation in coordination with the Contractor and contract employees.

The address for the Security Office is:

Dave Piper, Security Officer  
Walla Walla District, COE  
201 North Third Avenue  
Walla Walla, WA 99362

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Wage Determination	8	08-MAR-2004

WAGE DETERMINATION NO: 94-2160 REV (15) AREA: ID,STATEWIDE

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WAGE DETERMINATION NO: 94-2160 REV (15) AREA: ID,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.: 1994-2160  
Director                              Wage Determinations              Revision No.: 15  
Date Of Last Revision: 03/08/2004

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State: **Idaho**  
Area: **Idaho** Statewide

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.28
01012 - Accounting Clerk II	10.72
01013 - Accounting Clerk III	12.07
01014 - Accounting Clerk IV	13.18
01030 - Court Reporter	18.73
01050 - Dispatcher, Motor Vehicle	15.46
01060 - Document Preparation Clerk	10.83
01070 - Messenger (Courier)	9.49
01090 - Duplicating Machine Operator	10.83
01110 - Film/Tape Librarian	10.47
01115 - General Clerk I	9.18
01116 - General Clerk II	10.33
01117 - General Clerk III	11.34
01118 - General Clerk IV	12.46
01120 - Housing Referral Assistant	12.98
01131 - Key Entry Operator I	10.43
01132 - Key Entry Operator II	11.43
01191 - Order Clerk I	9.96
01192 - Order Clerk II	10.93
01261 - Personnel Assistant (Employment) I	9.85
01262 - Personnel Assistant (Employment) II	10.94
01263 - Personnel Assistant (Employment) III	12.18
01264 - Personnel Assistant (Employment) IV	13.52
01270 - Production Control Clerk	16.64
01290 - Rental Clerk	10.03
01300 - Scheduler, Maintenance	10.54
01311 - Secretary I	10.54
01312 - Secretary II	12.18
01313 - Secretary III	12.98
01314 - Secretary IV	14.41
01315 - Secretary V	15.99
01320 - Service Order Dispatcher	14.27
01341 - Stenographer I	16.25
01342 - Stenographer II	18.06
01400 - Supply Technician	14.41
01420 - Survey Worker (Interviewer)	8.97
01460 - Switchboard Operator-Receptionist	9.75
01510 - Test Examiner	11.69
01520 - Test Proctor	11.69
01531 - Travel Clerk I	9.79
01532 - Travel Clerk II	10.27
01533 - Travel Clerk III	11.14

01611 - Word Processor I	11.67
01612 - Word Processor II	12.04
01613 - Word Processor III	12.78
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	9.70
03041 - Computer Operator I	10.19
03042 - Computer Operator II	13.12
03043 - Computer Operator III	15.33
03044 - Computer Operator IV	17.87
03045 - Computer Operator V	18.89
03071 - Computer Programmer I (1)	16.02
03072 - Computer Programmer II (1)	20.80
03073 - Computer Programmer III (1)	24.13
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	22.13
03102 - Computer Systems Analyst II (1)	25.82
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.17
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	15.72
05010 - Automotive Glass Installer	13.21
05040 - Automotive Worker	13.06
05070 - Electrician, Automotive	13.39
05100 - Mobile Equipment Servicer	10.67
05130 - Motor Equipment Metal Mechanic	14.69
05160 - Motor Equipment Metal Worker	13.06
05190 - Motor Vehicle Mechanic	14.69
05220 - Motor Vehicle Mechanic Helper	10.67
05250 - Motor Vehicle Upholstery Worker	12.34
05280 - Motor Vehicle Wrecker	13.06
05310 - Painter, Automotive	13.95
05340 - Radiator Repair Specialist	14.17
05370 - Tire Repairer	10.02
05400 - Transmission Repair Specialist	14.69
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.95
07010 - Baker	10.33
07041 - Cook I	7.80
07042 - Cook II	9.05
07070 - Dishwasher	7.20
07130 - Meat Cutter	12.63
07250 - Waiter/Waitress	7.64
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	12.32
09040 - Furniture Handler	10.87
09070 - Furniture Refinisher	12.32
09100 - Furniture Refinisher Helper	10.87
09110 - Furniture Repairer, Minor	10.90
09130 - Upholsterer	12.32
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	7.89
11060 - Elevator Operator	8.46
11090 - Gardener	11.27
11121 - House Keeping Aid I	7.96
11122 - House Keeping Aid II	8.48
11150 - Janitor	8.81
11210 - Laborer, Grounds Maintenance	9.54
11240 - Maid or Houseman	7.46
11270 - Pest Controller	12.50
11300 - Refuse Collector	12.20
11330 - Tractor Operator	12.53
11360 - Window Cleaner	9.29
12000 - Health Occupations	

12020 - Dental Assistant	12.92
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.94
12071 - Licensed Practical Nurse I	11.40
12072 - Licensed Practical Nurse II	12.77
12073 - Licensed Practical Nurse III	14.29
12100 - Medical Assistant	10.86
12130 - Medical Laboratory Technician	15.05
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.73
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.71
12224 - Nursing Assistant IV	12.01
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.94
12311 - Registered Nurse I	19.43
12312 - Registered Nurse II	22.14
12313 - Registered Nurse II, Specialist	22.14
12314 - Registered Nurse III	26.37
12315 - Registered Nurse III, Anesthetist	47.38
12316 - Registered Nurse IV	29.53
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.79
13011 - Exhibits Specialist I	12.41
13012 - Exhibits Specialist II	15.85
13013 - Exhibits Specialist III	18.81
13041 - Illustrator I	12.41
13042 - Illustrator II	15.38
13043 - Illustrator III	18.81
13047 - Librarian	17.05
13050 - Library Technician	10.47
13071 - Photographer I	11.51
13072 - Photographer II	14.71
13073 - Photographer III	16.49
13074 - Photographer IV	20.27
13075 - Photographer V	24.92
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.12
15030 - Counter Attendant	7.12
15040 - Dry Cleaner	8.36
15070 - Finisher, Flatwork, Machine	7.12
15090 - Presser, Hand	7.12
15100 - Presser, Machine, Drycleaning	7.12
15130 - Presser, Machine, Shirts	7.12
15160 - Presser, Machine, Wearing Apparel, Laundry	7.12
15190 - Sewing Machine Operator	8.90
15220 - Tailor	9.48
15250 - Washer, Machine	7.46
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	12.32
19040 - Tool and Die Maker	18.45
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.10
21020 - Material Coordinator	16.64
21030 - Material Expediter	16.64
21040 - Material Handling Laborer	10.54
21050 - Order Filler	10.95
21071 - Forklift Operator	11.89
21080 - Production Line Worker (Food Processing)	11.89
21100 - Shipping/Receiving Clerk	10.86
21130 - Shipping Packer	11.55
21140 - Store Worker I	9.04
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.55

21210 - Tools and Parts Attendant	11.89
21400 - Warehouse Specialist	11.89
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.70
23040 - Aircraft Mechanic Helper	12.63
23050 - Aircraft Quality Control Inspector	20.14
23060 - Aircraft Servicer	15.40
23070 - Aircraft Worker	16.30
23100 - Appliance Mechanic	13.55
23120 - Bicycle Repairer	9.30
23125 - Cable Splicer	19.84
23130 - Carpenter, Maintenance	13.76
23140 - Carpet Layer	14.70
23160 - Electrician, Maintenance	18.82
23181 - Electronics Technician, Maintenance I	16.76
23182 - Electronics Technician, Maintenance II	22.00
23183 - Electronics Technician, Maintenance III	26.06
23260 - Fabric Worker	14.67
23290 - Fire Alarm System Mechanic	15.70
23310 - Fire Extinguisher Repairer	13.58
23340 - Fuel Distribution System Mechanic	17.27
23370 - General Maintenance Worker	14.03
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.05
23430 - Heavy Equipment Mechanic	15.97
23440 - Heavy Equipment Operator	15.90
23460 - Instrument Mechanic	17.86
23470 - Laborer	10.54
23500 - Locksmith	15.90
23530 - Machinery Maintenance Mechanic	17.55
23550 - Machinist, Maintenance	14.92
23580 - Maintenance Trades Helper	10.91
23640 - Millwright	18.99
23700 - Office Appliance Repairer	16.60
23740 - Painter, Aircraft	14.91
23760 - Painter, Maintenance	14.60
23790 - Pipefitter, Maintenance	21.17
23800 - Plumber, Maintenance	19.04
23820 - Pneudraulic Systems Mechanic	17.27
23850 - Rigger	17.55
23870 - Scale Mechanic	15.36
23890 - Sheet-Metal Worker, Maintenance	15.39
23910 - Small Engine Mechanic	11.80
23930 - Telecommunication Mechanic I	17.78
23931 - Telecommunication Mechanic II	20.32
23950 - Telephone Lineman	17.78
23960 - Welder, Combination, Maintenance	13.96
23965 - Well Driller	18.05
23970 - Woodcraft Worker	17.55
23980 - Woodworker	12.48
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7.62
24580 - Child Care Center Clerk	11.91
24600 - Chore Aid	7.71
24630 - Homemaker	8.08
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.07
25040 - Sewage Plant Operator	14.90
25070 - Stationary Engineer	17.07
25190 - Ventilation Equipment Tender	12.63
25210 - Water Treatment Plant Operator	14.90
27000 - Protective Service Occupations	
(not set) - Police Officer	21.40
27004 - Alarm Monitor	12.39

27006 - Corrections Officer	18.00
27010 - Court Security Officer	19.14
27040 - Detention Officer	18.00
27070 - Firefighter	18.02
27101 - Guard I	9.84
27102 - Guard II	13.71
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	14.93
28020 - Hatch Tender	14.93
28030 - Line Handler	14.93
28040 - Stevedore I	13.53
28050 - Stevedore II	16.28
29000 - Technical Occupations	
21150 - Graphic Artist	15.76
29010 - Air Traffic Control Specialist, Center (2)	29.93
29011 - Air Traffic Control Specialist, Station (2)	20.63
29012 - Air Traffic Control Specialist, Terminal (2)	22.72
29023 - Archeological Technician I	14.07
29024 - Archeological Technician II	15.74
29025 - Archeological Technician III	19.51
29030 - Cartographic Technician	16.29
29035 - Computer Based Training (CBT) Specialist/ Instructor	20.12
29040 - Civil Engineering Technician	16.74
29061 - Drafter I	14.94
29062 - Drafter II	16.26
29063 - Drafter III	20.76
29064 - Drafter IV	23.22
29081 - Engineering Technician I	13.25
29082 - Engineering Technician II	14.44
29083 - Engineering Technician III	18.43
29084 - Engineering Technician IV	20.66
29085 - Engineering Technician V	24.25
29086 - Engineering Technician VI	25.57
29090 - Environmental Technician	21.18
29100 - Flight Simulator/Instructor (Pilot)	23.00
29160 - Instructor	20.84
29210 - Laboratory Technician	15.80
29240 - Mathematical Technician	22.25
29361 - Paralegal/Legal Assistant I	13.30
29362 - Paralegal/Legal Assistant II	15.58
29363 - Paralegal/Legal Assistant III	18.09
29364 - Paralegal/Legal Assistant IV	23.05
29390 - Photooptics Technician	23.22
29480 - Technical Writer	21.81
29491 - Unexploded Ordnance (UXO) Technician I	19.02
29492 - Unexploded Ordnance (UXO) Technician II	23.01
29493 - Unexploded Ordnance (UXO) Technician III	27.58
29494 - Unexploded (UXO) Safety Escort	19.02
29495 - Unexploded (UXO) Sweep Personnel	19.02
29620 - Weather Observer, Senior (3)	19.81
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.21
29622 - Weather Observer, Upper Air (3)	16.21
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.22
31260 - Parking and Lot Attendant	7.62
31290 - Shuttle Bus Driver	10.96
31300 - Taxi Driver	8.54
31361 - Truckdriver, Light Truck	11.47
31362 - Truckdriver, Medium Truck	12.56
31363 - Truckdriver, Heavy Truck	14.84
31364 - Truckdriver, Tractor-Trailer	14.84
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.63

99030 - Cashier	7.81
99041 - Carnival Equipment Operator	8.84
99042 - Carnival Equipment Repairer	10.68
99043 - Carnival Worker	7.49
99050 - Desk Clerk	7.62
99095 - Embalmer	19.02
99300 - Lifeguard	9.99
99310 - Mortician	22.81
99350 - Park Attendant (Aide)	12.55
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.99
99500 - Recreation Specialist	11.95
99510 - Recycling Worker	12.37
99610 - Sales Clerk	10.03
99620 - School Crossing Guard (Crosswalk Attendant)	9.96
99630 - Sport Official	9.99
99658 - Survey Party Chief (Chief of Party)	16.62
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.11
99660 - Surveying Aide	11.26
99690 - Swimming Pool Operator	11.70
99720 - Vending Machine Attendant	10.47
99730 - Vending Machine Repairer	13.46
99740 - Vending Machine Repairer Helper	10.12

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 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.