



RFQ No. W912DW-04-Q-0077

**US Army Corps
of Engineers®**
Seattle District

Project: JUVENILE SALMON FISH TRAPPING

**Location: GOLDSBOROUGH CREEK
MASON COUNTY, WASHINGTON**

**CONSTRUCTION SOLICITATION
AND SCOPE OF WORK**

**CLOSING DATE: 26 APRIL 2004
CLOSING TIME: 10:00 AM LOCAL TIME**

REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Sue Valenzuela, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Sue Valenzuela, P.O. Box 3755, Seattle, WA 98124-3755.

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1 OF PAGES 17	
1. REQUEST NO. W912DW-04-Q-0077	2. DATE ISSUED 20-Apr-2004	3. REQUISITION/PURCHASE REQUEST NO. W68MD9-4089-1763	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5a. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329			6. DELIVER BY (Date) SEE SCHEDULE			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) SUSAN M VALENZUELA 206-764-6691			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385 TEL: FAX:			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 26-Apr-2004						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

Section Supplies or Services and Price

INSTRUCTIONS

1. REPRESENTATIONS AND CERTIFICATIONS CONTAINED HEREIN MUST BE COMPLETED BY QUOTERS AND RETURNED WITH OFFERS:

2. Marking of Quote Envelopes:

Envelopes shall be plainly marked as follows:

QUOTE FOR: Juvenile Salmon Fish Trapping
 Goldsborough Creek
 Mason County, Washington
 (near Shelton, WA)

Request for Quote No. W912DW-04-Q-0077

CLOSING DATE AND TIME: 26 April 2004, 10:00 A.M. LOCAL TIME

AMENDMENTS NUMBERED _____ HAVE BEEN RECEIVED

3. Faxed quotes shall be accepted before closing at FAX No. 206-764-6817. Attn: Susan Valenzuela. For questions call 206-764-6691. Mailed quotes shall be accepted before closing at US Army Corps of Engineers, Seattle District, PO Box 3755 Seattle, WA. 98124. Physical street address is US Army Corps of Engineers, Seattle District, 4735 E Marginal Way S., Seattle, WA. 98134. E-mail address is Susan.M.Valenzuela@usace.army.mil
4. Any contractor receiving an award is required to be registered in the CCR (Central Contracting Registry).
5. **PROSPECTIVE OFFERORS**: The Director of Defense Procurement has issued a final rule amending the Defense Federal Acquisition Regulations Supplement (DFARS) to require contractors to be registered in the DOD Central Contractor Registration (CCR) for awards resulting from solicitations issued after May 31, 1998.

This rule more efficiently implements the Debt Collection Improvement Act of 1996, as it requires contractors to be registered in CCR for consideration of future solicitations, awards, and payment. Registration is required prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement from a solicitation issued after May 31, 1998. **LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.**

The web site may be accessed at <http://ccr2000.com>. You may call 1-888-227-2423 to obtain a Registration Packet or to register On Line at www.acq.osd.mil/ec.

6. **ELECTRONIC FUNDS TRANSFER (EFT)**: Effective 99 Jun 01, the Government will make all payments by EFT (unless the Government VISA credit card is accepted). The only exceptions are: 1) Foreign Vendors; 2) Government Agencies, and 3) One time payments. The EFT forms and instructions are on the USACE Finance Center (UFC) Web Page; www.fc.usace.army.mil The UFC points of contact for this action are Ms. Nita Clower, 901/874-8542 and Mr. Michael Rye, 901/874-8543.

- 7. Award shall be made to the responsive and responsible offer inclusive of base item and option item.
- 8. The contractor is required to provide the following information with your quote:

Federal Taxpayer's ID Number: _____

DUNS Number: _____

CCR Cage Code Number _____

Remit to Address:

Company Name: _____

Address: _____

City/State/Zip: _____

Phone & Fax Numbers: _____

Sales Rep's E-Mail Address: _____

Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>. At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

ANNOUNCEMENT TO BIDDERS/OFFERORS

Due to recent national events Seattle District US Army Corps of Engineers shall be conducting business under heightened security for the foreseeable future.

Access to Federal Center South, 4735 E Marginal Way S, Seattle WA 98124 will be through the front Lobby only. The building is under Federal Protective Service, which means that persons entering the facility are subject to inspection; including purses, packages, etc. All deliveries shall be thoroughly inspected. In addition, visitors may be required to be escorted by Corps personnel while in the building.

Please allow sufficient time to deliver your bid/proposal so that it reaches the Contract Specialist by the required date and time.

For any questions please contact the Contract Specialist assigned to your project or check our website at www.nws.usace.army.mil for up-to-date information.

Section DD1155 - Continuation Sheet

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	THIRD YEAR (FY2004) OF JUVENILE SALMON FFP THIRD YEAR (FY2004) OF JUVENILE SALMON SMOLT TRAPPING, GOLDSBOROUGH CREEK IN ACCORDANCE WITH THE STATEMENT OF WORK DATED 12 APRIL 2004 AS INCORPORATED HEREIN. WAGE DETERMINATION 1994-2559 REV 24 DATED 09/30/2003 APPLIES AS INCORPORATED HEREIN. PURCHASE REQUEST NUMBER: W68MD9-4089-1763	1	Lump Sum		
NET AMT					<hr/>

FOB: Destination

ITEM NO	SUPPLIES/SERVICES
0002	ACCOUNTING DATA ONLY FFP NOT A BID ITEM PURCHASE REQUEST NUMBER: W68MD9-4089-1763

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	OPTION YEAR (FY 2005) FFP Provide Non-Personal Professional services for juvenile salmon fish trpping on golfsborough creek by the Squaxin Tribe in accordanace with the Scope of Work and Wage Determination Numbers 1994-2559 REV 24 Dated 09/30/2003 as incorporated herein.	1	Lump Sum		
NET AMT					<hr/>

FOB: Destination

SOW

CENWS-PM-PL-ER

12 April 2004

STATEMENT OF WORK
Third Year (FY 2004) of
Juvenile Salmon Fish Trapping
Goldsborough Creek

1. Background. This Statement of Work (SOW) describes tasks to carry out the stated purpose of the Second Year (FY 2005) Juvenile Salmon Fish Trapping on Goldsborough Creek study near the city of Shelton.

The Squaxin Island Tribe initiated a data collection and research study in 1998 to estimate the number of Coho salmon smolts outmigrating from Mill, Cranberry and Goldsborough Creeks in spring of 1999. These three Creeks are located in South Puget Sound, Management Area 13J. The project objectives include monitoring downstream migration timing of Coho Salmon smolts using weirs and mark/recapture methodology. Enumeration and assessment of outmigrating smolts is being used to provide data to estimate natural Coho Salmon production and begin to form relevant spawning escapement goals. The Squaxin Island Tribe continued these studies through the years of 2000 and 2001 on Mill and Cranberry Creek. Goldsborough Creek studies in 2000 and 2001 were taken over by the United States Fish and Wildlife Service (USFWS) and Army Corp of Engineers during the Goldsborough Creek Dam Removal project. This allowed Squaxin Island Tribe to put efforts toward another smolt trap on Skookum Creek. Skookum Creek is located in South Puget Sound, Management Area 13I, expanding their current studies into an additional management area.

Beginning in FY 2002, after removal of the Goldsborough Dam, the Corps hired the Squaxin Island Tribe to take over trapping operations on Goldsborough Creek from the U.S. Fish and Wildlife Service. This SOW describes the fourth year of trapping operations planned for FY 04.

2. Contract Objectives. The purpose of the study is to monitor the downstream migration of juvenile salmon (smolts), Coho, Chinook, Chum, and Cutthroat, moving through the dam removal area on Goldsborough Creek. Goldsborough Creek smolt migration data will provide the Corps information regarding the effectiveness the dam removal and placement of cement weirs. Primarily whether *Oncorhynchus spp.* (pacific salmon) are able to make it up past the project area as adults to spawn and that smolts are surviving outmigration through the project area.

The approach is to monitor downstream outmigration timing of Coho Salmon smolts using weirs and mark/recapture methodology. Enumeration and estimation of outmigrating smolts will be used to provide data to estimate natural Coho Salmon production and begin to form relevant spawning escapement goals. In the ensuing years adult escapement has been variable and the spawning escapement goals were passive. Specific objectives of this effort are to determine the current downstream smolt outmigration timing and level of smolt production in Goldsborough, Mill, and Cranberry Creeks in the Hammersly Inlet/Oakland Bay watershed and in Skookum Creek in the Totten/Skookum Inlet watershed. In addition, the information collected on outmigrants will begin the first step to produce a spawner/recruit relationship that will help set adult spawning escapement goals.

3. Contract Scope. The study area includes the Goldsborough Creek dam removal area and stream reaches downstream of the dam previously monitored by the Squaxin Indian Tribe. The contractor shall capture and count fish at two fish traps, one at the upper end of the project reach and the second approximately 1 mile downstream of the project reach near the town of Shelton. In 2002, trapping began by April 4 however juvenile chum salmon were apparently already migrating downstream. Therefore, in 2005, to ensure that all juvenile migrants are counted, trapping shall begin by late March or at such time as river flows allow installation and operation of smolt traps.

4. Statement of Contractor Services. With the exception of Government-furnished documents and equipment (paragraph 5), the contractor shall furnish to the Corps of Engineers all services, labor, materials, and equipment necessary to conduct the tasks described in the subparagraphs below. The contractor can make slight modifications to the methods described with approval by the Contracting Officer's Representative (COR). Several experienced biologists or biological technicians will be required to complete the work in the specified time frame.

a. Capture. Two screw traps will be installed in Goldsborough Creek watershed to be used in standard mark/recapture methodology. Outmigrating Coho Salmon smolts will be captured, enumerated and lengths measured. Traps will be installed during the smolt migration season and will remain until the end of the migration season. Gaining access through private property will be needed at all weir sites and the screw trap site. The State of Washington Department of Fish and Wildlife (WDFW) will provide support with the weir design, weir monitor training, and weir installation.

Nonpermanent structures placed in water systems have the potential to be washed out due to high water flows and as such, are a project risk. Screw traps will be monitored two or more times a day and a trash rack will be installed upstream from all structures. In the event the weir washes out, the smolts outmigrating past the weir will be estimated by standard methods. Other risks taken under consideration are the design of the mark/recapture sampling design and its ability to produce usable data. If overall escapement in Goldsborough Creek is low, producing few outmigrating smolts and the screw trap efficiency is also low, then the ability to collect the required sample size in the screw trap may be compromised. Placement location of the screw trap will necessarily be where the trap will be most effective at capturing smolts to obtain a statistically representative sample.

In 2002 the lower trap was evaluated for trap efficiency through release of hatchery fish but the upper trap was not evaluated. In 2003 and 2004, the upper and lower traps will be evaluated for trap efficiency by release of hatchery fish. Improved evaluation methods can include release of calibration fish over the range of flow conditions in the stream, early spring, mid spring, and late spring/early summer. Estimation of instream flows by regular tally of stream stage at the lower Goldsborough Creek staff gage (existing gage at Hwy 101 Bridge) will further improve trap efficiency methods.

Several assumptions will be made concerning the trapping methodology itself. One assumption made is that the duration of time that the weir is in place encompasses the majority, if not the entire time period that smolts are outmigrating. The ability to modify this assumption will be post experiment: review of 2002 data indicates that chum salmon fry were already migrating before installation of the upper trap on April 4. In 2003-2005, trapping will begin earlier than 2002, with operation of the upper trap beginning in mid to late March, or when flows drop to the point where equipment can be installed. A second assumption concerns the location of the weir, where the chosen location is assumed to be below habitat where pre-smolts are rearing. Thus, the trap can capture all outmigrating smolts in the watershed. A third assumption made involves the mark/recapture creek, where the population marked is assumed large enough to be collected in the screw trap and be of statistical significance in estimating the outmigrating population.

c. Analysis. Current estimated Coho production density values could be derived by dividing the estimated smolt outmigrants by several previously measured habitat parameters. Such values may lead to estimating if creeks are underseeded, particularly when compared to past smolt trapping studies.

d. Products. A report of data will be generated for analysis of dam removal effectiveness. In addition, a technical report will be generated and made available to run size forecasting management personnel within the WDFW and the Tribal community. Additional metrics may be provided on this year and previous year capture data such as – fish length of Coho salmon and cutthroat trout, age class delineation (cutthroat adults, juveniles, fry), and fish capture data from other traps operated by the Squaxin Island Tribe.

e. References.

Baranski, C. 1989. Coho smolt production in ten Puget Sound streams. Wash. Dept. Fish. Tech. Rept. No. 99. 29p.

Lenzi, J. 1983. Coho smolt enumeration on several small Puget Sound streams. 1978-1981. Wash. Dept. Fish. Prog. Rept. No. 199. 92 p.

Lenzi, J. 1985. Coho smolt enumeration on several small Puget Sound streams. 1982-1984. Wash. Dept. Fish. Prog. Rept. No. 232. 61 p.

5. Government-Furnished Documents and Equipment. The Government will not be directly furnishing documents for this study. The Government has already provided equipment to the USFWS for previous year's work. That equipment is available to the Contractor for use in conducting tasks in this SOW. Government-furnished equipment will be retained by the Government at the completion of this contract.

6. General Requirements.

a. Project Manager. Promptly following award of contract, the contractor shall designate a project manager who shall be responsible for execution of the project.

b. The Government will designate a COR who will provide liaison, supply Government-furnished data and services, and forward other necessary documents. Contract interpretation and associated guidance/direction by the Government shall not be official unless specifically provided by the COR or the contracting officer (CO). The COR will seek timely progress of the work and its satisfactory completion.

c. Extra Services. Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the CO as provided by the general provisions of this contract

d. Draft and Final Documents. The contractor shall prepare 5 copies of the draft document, and 10 copies of the final document

e. Responsibility for Correct Documents. Contractor is responsible for complete and corrected work. Corrections and classifications shall be made by the contractor if found necessary by the CO during review. Work required for correction or clarification shall be completed and resubmitted with an equitable period of time specified by the CO or his/her representative.

f. Review of Documents by Others. The CO may, at his/her discretion, engage another individual or organization for the purpose of reviewing the adequacy and correctness of the work performed under this contract.

g. Publication. Prior approval of the COR is required for any report, based on this study, prepared for publication by the contractor. The COR must also approve any oral presentations which relate to this contract prior to the presentation.

h. Coordination. The Contractor and the Corps will maintain close and continual coordination to assure flow of information and timely input should any problems arise.

7. Payment for Routine Work. Payments shall be made in accordance with the payments clause of this contract. A copy of each payment voucher shall be submitted by the contractor to the COR as well as the CO on a monthly basis. Vouchers shall include all items purchased by the contractor the previous month, as well as labor costs and miscellaneous expenses.

8. Schedule. The contractor will furnish sufficient technical, supervisory, and administrative personnel to ensure completion of work in accordance with the progress schedule. The contractor shall keep the COR fully advised at all times concerning delays or difficulties which may prohibit completion of any part or whole of work by the COR in writing, for material delays on the part of the government, and for conditions beyond the control of all parties hereto. The schedule is somewhat flexible, as the contractor may sample as long as necessary to cover the outmigration season.

Progress Schedule
Notice to Proceed (NTP)

Date to be Completed
Begins Schedule

Begin Data Collection and Field Work

Complete Monitoring	90 days after NTP
Draft Report	150 days after NTP
Final Report	210 days after NTP

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.213-1	Fast Payment Procedure	FEB 1998
52.213-2	Invoices	APR 1984
52.213-3	Notice to Suppliers	APR 1984
52.233-3	Protest After Award	AUG 1996
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.217-7003	Changes	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 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 (Oct 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.arnet.gov/far>
<http://www.farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(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)

WAGE DETERMINATION

BRS Document Viewer

WAGE DETERMINATION NO: 94-2559 REV (24) AREA: WA,BREMETON

WAGE DETERMINATION NO: 94-2559 REV (24) AREA: WA,BREMETON

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.: 1994-2559
Director	Wage Determinations	Revision No.: 24
		Date Of Last Revision: 09/30/2003

State: Washington

Area: Washington Counties of Clallam, Grays Harbor, Jefferson, Kitsap, Mason

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.14
01012 - Accounting Clerk II	12.36
01013 - Accounting Clerk III	14.37
01014 - Accounting Clerk IV	16.36
01030 - Court Reporter	14.86
01050 - Dispatcher, Motor Vehicle	15.84
01060 - Document Preparation Clerk	12.70
01070 - Messenger (Courier)	9.45
01090 - Duplicating Machine Operator	12.70
01110 - Film/Tape Librarian	12.12
01115 - General Clerk I	9.45
01116 - General Clerk II	10.68
01117 - General Clerk III	13.68
01118 - General Clerk IV	14.92
01120 - Housing Referral Assistant	17.89
01131 - Key Entry Operator I	11.99

01132 - Key Entry Operator II	13.24
01191 - Order Clerk I	11.41
01192 - Order Clerk II	14.69
01261 - Personnel Assistant (Employment) I	12.70
01262 - Personnel Assistant (Employment) II	14.10
01263 - Personnel Assistant (Employment) III	15.65
01264 - Personnel Assistant (Employment) IV	17.89
01270 - Production Control Clerk	17.31
01290 - Rental Clerk	11.92
01300 - Scheduler, Maintenance	13.79
01311 - Secretary I	13.70
01312 - Secretary II	14.86
01313 - Secretary III	16.52
01314 - Secretary IV	21.44
01315 - Secretary V	24.91
01320 - Service Order Dispatcher	14.11
01341 - Stenographer I	13.66
01342 - Stenographer II	15.33
01400 - Supply Technician	21.03
01420 - Survey Worker (Interviewer)	14.16
01460 - Switchboard Operator-Receptionist	11.22
01510 - Test Examiner	14.86
01520 - Test Proctor	14.86
01531 - Travel Clerk I	9.94
01532 - Travel Clerk II	10.81
01533 - Travel Clerk III	11.47
01611 - Word Processor I	12.70
01612 - Word Processor II	14.79
01613 - Word Processor III	15.43
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.68
03041 - Computer Operator I	14.39
03042 - Computer Operator II	16.09
03043 - Computer Operator III	17.89
03044 - Computer Operator IV	21.03
03045 - Computer Operator V	23.34
03071 - Computer Programmer I (1)	15.58
03072 - Computer Programmer II (1)	19.82
03073 - Computer Programmer III (1)	24.39
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	20.97
03102 - Computer Systems Analyst II (1)	24.32
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.50
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.29
05010 - Automotive Glass Installer	19.87
05040 - Automotive Worker	19.87
05070 - Electrician, Automotive	20.86
05100 - Mobile Equipment Servicer	18.55
05130 - Motor Equipment Metal Mechanic	21.22
05160 - Motor Equipment Metal Worker	19.88
05190 - Motor Vehicle Mechanic	21.22
05220 - Motor Vehicle Mechanic Helper	17.84
05250 - Motor Vehicle Upholstery Worker	19.59
05280 - Motor Vehicle Wrecker	19.88

05310 - Painter, Automotive	20.54
05340 - Radiator Repair Specialist	19.88
05370 - Tire Repairer	14.81
05400 - Transmission Repair Specialist	21.22
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.39
07010 - Baker	12.59
07041 - Cook I	11.74
07042 - Cook II	12.59
07070 - Dishwasher	9.95
07130 - Meat Cutter	15.60
07250 - Waiter/Waitress	10.44
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.67
09040 - Furniture Handler	14.68
09070 - Furniture Refinisher	18.67
09100 - Furniture Refinisher Helper	16.24
09110 - Furniture Repairer, Minor	17.47
09130 - Upholsterer	18.67
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.33
11060 - Elevator Operator	10.38
11090 - Gardener	13.31
11121 - House Keeping Aid I	9.33
11122 - House Keeping Aid II	10.56
11150 - Janitor	10.56
11210 - Laborer, Grounds Maintenance	12.63
11240 - Maid or Houseman	9.39
11270 - Pest Controller	12.69
11300 - Refuse Collector	12.58
11330 - Tractor Operator	13.07
11360 - Window Cleaner	11.11
12000 - Health Occupations	
12020 - Dental Assistant	14.34
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.77
12071 - Licensed Practical Nurse I	12.39
12072 - Licensed Practical Nurse II	13.90
12073 - Licensed Practical Nurse III	15.57
12100 - Medical Assistant	12.09
12130 - Medical Laboratory Technician	13.90
12160 - Medical Record Clerk	10.51
12190 - Medical Record Technician	14.57
12221 - Nursing Assistant I	9.11
12222 - Nursing Assistant II	9.89
12223 - Nursing Assistant III	11.22
12224 - Nursing Assistant IV	13.30
12250 - Pharmacy Technician	13.05
12280 - Phlebotomist	13.30
12311 - Registered Nurse I	18.60
12312 - Registered Nurse II	22.74
12313 - Registered Nurse II, Specialist	22.74
12314 - Registered Nurse III	27.46
12315 - Registered Nurse III, Anesthetist	27.46
12316 - Registered Nurse IV	32.99
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	15.29

13011 - Exhibits Specialist I	17.04
13012 - Exhibits Specialist II	19.38
13013 - Exhibits Specialist III	23.31
13041 - Illustrator I	17.04
13042 - Illustrator II	19.38
13043 - Illustrator III	23.31
13047 - Librarian	23.38
13050 - Library Technician	14.16
13071 - Photographer I	14.40
13072 - Photographer II	17.04
13073 - Photographer III	19.60
13074 - Photographer IV	23.31
13075 - Photographer V	28.19
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.02
15030 - Counter Attendant	8.02
15040 - Dry Cleaner	9.32
15070 - Finisher, Flatwork, Machine	8.02
15090 - Presser, Hand	8.02
15100 - Presser, Machine, Drycleaning	8.02
15130 - Presser, Machine, Shirts	8.02
15160 - Presser, Machine, Wearing Apparel, Laundry	8.02
15190 - Sewing Machine Operator	9.96
15220 - Tailor	10.56
15250 - Washer, Machine	8.44
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.67
19040 - Tool and Die Maker	21.10
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	18.39
21020 - Material Coordinator	16.19
21030 - Material Expediter	16.19
21040 - Material Handling Laborer	14.40
21050 - Order Filler	13.15
21071 - Forklift Operator	18.06
21080 - Production Line Worker (Food Processing)	15.07
21100 - Shipping/Receiving Clerk	16.62
21130 - Shipping Packer	11.14
21140 - Store Worker I	12.31
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.53
21210 - Tools and Parts Attendant	17.75
21400 - Warehouse Specialist	17.33
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.71
23040 - Aircraft Mechanic Helper	16.89
23050 - Aircraft Quality Control Inspector	20.71
23060 - Aircraft Servicer	18.17
23070 - Aircraft Worker	18.79
23100 - Appliance Mechanic	16.97
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	21.22
23130 - Carpenter, Maintenance	17.78
23140 - Carpet Layer	19.88
23160 - Electrician, Maintenance	21.22
23181 - Electronics Technician, Maintenance I	19.56
23182 - Electronics Technician, Maintenance II	19.88

23183 - Electronics Technician, Maintenance III	21.22
23260 - Fabric Worker	18.92
23290 - Fire Alarm System Mechanic	21.22
23310 - Fire Extinguisher Repairer	17.84
23340 - Fuel Distribution System Mechanic	21.22
23370 - General Maintenance Worker	16.43
23400 - Heating, Refrigeration and Air Conditioning Mechanic	21.75
23430 - Heavy Equipment Mechanic	21.22
23440 - Heavy Equipment Operator	20.22
23460 - Instrument Mechanic	21.22
23470 - Laborer	11.44
23500 - Locksmith	16.97
23530 - Machinery Maintenance Mechanic	18.14
23550 - Machinist, Maintenance	21.22
23580 - Maintenance Trades Helper	14.76
23640 - Millwright	21.22
23700 - Office Appliance Repairer	20.54
23740 - Painter, Aircraft	20.54
23760 - Painter, Maintenance	18.67
23790 - Pipefitter, Maintenance	21.22
23800 - Plumber, Maintenance	20.54
23820 - Pneudraulic Systems Mechanic	21.22
23850 - Rigger	20.54
23870 - Scale Mechanic	19.88
23890 - Sheet-Metal Worker, Maintenance	21.22
23910 - Small Engine Mechanic	19.88
23930 - Telecommunication Mechanic I	19.92
23931 - Telecommunication Mechanic II	19.91
23950 - Telephone Lineman	19.29
23960 - Welder, Combination, Maintenance	21.18
23965 - Well Driller	21.22
23970 - Woodcraft Worker	21.22
23980 - Woodworker	17.84
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.14
24580 - Child Care Center Clerk	10.11
24600 - Chore Aid	11.36
24630 - Homemaker	13.51
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.97
25040 - Sewage Plant Operator	19.41
25070 - Stationary Engineer	20.97
25190 - Ventilation Equipment Tender	16.26
25210 - Water Treatment Plant Operator	20.25
27000 - Protective Service Occupations	
(not set) - Police Officer	24.02
27004 - Alarm Monitor	13.39
27006 - Corrections Officer	19.80
27010 - Court Security Officer	23.51
27040 - Detention Officer	23.51
27070 - Firefighter	23.53
27101 - Guard I	9.38
27102 - Guard II	15.40
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.25
28020 - Hatch Tender	15.25

28030 - Line Handler	15.25
28040 - Stevedore I	14.72
28050 - Stevedore II	15.74
29000 - Technical Occupations	
21150 - Graphic Artist	16.51
29010 - Air Traffic Control Specialist, Center (2)	20.29
29011 - Air Traffic Control Specialist, Station (2)	20.88
29012 - Air Traffic Control Specialist, Terminal (2)	23.01
29023 - Archeological Technician I	15.58
29024 - Archeological Technician II	17.42
29025 - Archeological Technician III	21.56
29030 - Cartographic Technician	21.56
29035 - Computer Based Training (CBT) Specialist/ Instructor	20.18
29040 - Civil Engineering Technician	19.86
29061 - Drafter I	12.65
29062 - Drafter II	15.15
29063 - Drafter III	17.04
29064 - Drafter IV	20.86
29081 - Engineering Technician I	12.65
29082 - Engineering Technician II	15.15
29083 - Engineering Technician III	17.04
29084 - Engineering Technician IV	20.86
29085 - Engineering Technician V	26.38
29086 - Engineering Technician VI	31.90
29090 - Environmental Technician	20.86
29100 - Flight Simulator/Instructor (Pilot)	21.90
29160 - Instructor	22.24
29210 - Laboratory Technician	17.08
29240 - Mathematical Technician	19.09
29361 - Paralegal/Legal Assistant I	16.27
29362 - Paralegal/Legal Assistant II	20.08
29363 - Paralegal/Legal Assistant III	24.56
29364 - Paralegal/Legal Assistant IV	28.82
29390 - Photooptics Technician	18.84
29480 - Technical Writer	27.74
29491 - Unexploded Ordnance (UXO) Technician I	19.25
29492 - Unexploded Ordnance (UXO) Technician II	23.29
29493 - Unexploded Ordnance (UXO) Technician III	27.92
29494 - Unexploded (UXO) Safety Escort	19.25
29495 - Unexploded (UXO) Sweep Personnel	19.25
29620 - Weather Observer, Senior (3)	19.09
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.40
29622 - Weather Observer, Upper Air (3)	16.40
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.85
31260 - Parking and Lot Attendant	11.51
31290 - Shuttle Bus Driver	13.59
31300 - Taxi Driver	13.08
31361 - Truckdriver, Light Truck	12.82
31362 - Truckdriver, Medium Truck	15.46
31363 - Truckdriver, Heavy Truck	16.55
31364 - Truckdriver, Tractor-Trailer	16.55
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.90
99030 - Cashier	8.82
99041 - Carnival Equipment Operator	11.31

99042 - Carnival Equipment Repairer	11.75
99043 - Carnival Worker	9.95
99050 - Desk Clerk	9.28
99095 - Embalmer	20.16
99300 - Lifeguard	9.64
99310 - Mortician	19.25
99350 - Park Attendant (Aide)	12.11
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.37
99500 - Recreation Specialist	12.56
99510 - Recycling Worker	14.31
99610 - Sales Clerk	9.64
99620 - School Crossing Guard (Crosswalk Attendant)	11.18
99630 - Sport Official	7.94
99658 - Survey Party Chief (Chief of Party)	14.85
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	10.53
99660 - Surveying Aide	7.67
99690 - Swimming Pool Operator	14.44
99720 - Vending Machine Attendant	13.68
99730 - Vending Machine Repairer	14.44
99740 - Vending Machine Repairer Helper	13.68

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 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.

&&&&&&&&&&