



RFQ No. W912DW-04-Q-0135

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

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**Project: Border Patrol Headquarters Planting**

**LOCATION: Blaine, Washington**

**SUPPLY/SERVICE SOLICITATION AND SPECIFICATIONS**

**Closing Date: 16 August 2004**

**Closing Time: 10:00 AM LOCAL TIME PST**

REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Scott Britt, or emailed to [scott.w.britt@usace.army.mil](mailto:scott.w.britt@usace.army.mil) or mailed to US Army, Corps of Engineers, Seattle District, Attention: Scott Britt, P.O. Box 3755, Seattle, WA 98124-3755.

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-4195-7169		PAGE 1 OF 30		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-04-Q-0135		6. SOLICITATION ISSUE DATE 06-Aug-2004	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SCOTT W BRITT			b. TELEPHONE NUMBER (No Collect Calls) 206-764-3517		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 16 Aug 2004	
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329  TEL: 206-764-3772 FAX: 206-764-6817		CODE W912DW	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 561730 SIZE STANDARD:\$6 million			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS
15. DELIVER TO SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385 TEL: FAX:		CODE G370F00	16. ADMINISTERED BY					CODE
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY				CODE	
TEL.		FACILITY CODE						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)					
			TEL:		EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
	41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS
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Section SF 1449 - CONTINUATION SHEET

QUOTE SUBMISSION INSTRUCTIONS

1. INQUIRIES: All questions concerning this project must be directed to the Contract Administrator:

Scott Britt – Contract Administrator	ATTN: Scott Britt
Email: <a href="mailto:scott.w.britt@usace.army.mil">scott.w.britt@usace.army.mil</a>	CENWS-CT-PR
Phone: 206 764-3517	PO BOX 3755
Fax: 206 764-6817	Seattle WA 98124-3755

2. Responses may be emailed, faxed or mailed to the Contract Administrator until the date and time set for closing.

3. Marking of Quotes:

Quotes shall be plainly marked as follows:

QUOTE FOR: Blaine Border Patrol HQ Planting

Request for Quote No. W912DW-04-Q-0135

CLOSING DATE AND TIME: August 11 2004, 10:00 AM Local Time

AMENDMENTS NUMBERED \_\_\_\_\_ HAVE BEEN RECEIVED

4. **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.



**THERE WILL BE NO AWARD TO A VENDOR/CONTRACTOR WITHOUT CCR REGISTRATION**

Register at the the web site: [www.ccr.gov](http://www.ccr.gov).  
You may call 1-888-227-2423 to obtain a Registration Packet.  
Other information at [www.acq.osd.mil/ec](http://www.acq.osd.mil/ec).

5. Unless stated otherwise, award will be made to the responsive responsible offer with the lowest total price.

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](http://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. Please provide the following information:

Federal Taxpayer's ID Number: \_\_\_\_\_  
CCR CAGE Code: \_\_\_\_\_  
DUNS Number: \_\_\_\_\_

Email: \_\_\_\_\_

Remit to Address:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PLANTING SUPPLY/SERVICES FFP PROVIDE ALL SUPPLIES, LABOR, SERVICES TO PERFORM PLANTING AT THE BLAINE BORDER PATROL SECTOR HEADQUARTERS IN BLAINE, WASHINGTON IN ACCORDANCE WITH THE STATEMENT OF WORK AND WAGE DETERMINATION. PURCHASE REQUEST NUMBER: W68MD9-4195-7169	1	Lump Sum		

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NET AMT

FOB: Destination

## STATEMENT OF WORK

### 1. Introduction, Purpose and Need

This statement of work (SOW) directs the planting for the wetland mitigation area the Blaine Border Patrol Sector Headquarters (BPSHQ), Blaine, Washington. All earthwork excavation and disposal activities shall be complete prior to planting which will take place under a separate contract. Compensatory mitigation is for unavoidable loss of 0.13 acre of disturbed palustrine wetland as a result of BPSHQ construction activities. Mitigation involves creation of 0.13 acre of forest and shrub wetland. In addition, mitigation involves enhancement of an adjacent disturbed wetland by planting native vegetation. The primary objective of this project is to expand on an existing isolated wetland to increase the horizontal and vertical structure within both the existing wetland and newly created wetland in order to augment the biological support and habitat functions.

The proposed project is located in Blaine, Washington. The property address is 4500 Sweet Road, Blaine, Washington (NW ¼, Section 8, Township 40 North, Range 1 East). The specific project location is adjacent to the eastern property line immediately south of the existing Nature's Pathway cereal factory. The project area is approximately 40-feet wide by approximately 200 feet, north to south. The cumulative mitigation area (including creation and enhancement) is 0.28-acre.

### 2. Contractor Services.

a. General Requirements. The Contractor shall be responsible for procurement and installation of plants, mulch and topsoil in the quantities specified below. Final field layout of plant material will be directed by a Corps biologist.

#### b. Specific Requirements.

- Topsoil, mulch and plant installation will occur anytime between 15 and 29 November 2004.
- The Contractor shall provide sufficient labor to ensure completion of the work in the time allotted.
- A Corps Biologist will inspect all plant material, compost, and mulch before installation.
- Emergent plants shall be planted flush to the ground surface. All emergent plantings shall be placed on 12-inch centers in clusters of 20 plants.
- Three inches of topsoil covered by three inches of wood chip mulch shall be applied to the entire wetland creation area. Topsoil should be blown in prior to planting. Mulch is to be applied after planting only and raked away from plants. All trees and shrubs shall be installed in holes twice as wide as the root ball; top-heavy trees shall be staked at the Corps direction.
- Matted or circling roots of containerized plants must be pruned or straightened and the sides of the root ball roughened from top to bottom in 2 to 4 places.
- The finished height of each tree and shrub root ball shall be flush with the surrounding topsoil.
- A watering basin shall be formed around each tree and shrub planting by building a shallow berm of soil 30 inches in diameter around each tree and shrub.
- All plants shall be watered immediately after installation.

### 3. Government-Furnished Information and Documents

The plant schedule is as follows. Trees are to be planted on 9-foot centers and shrubs on 5-foot centers. Specific placement will be directed by the Corps biologist at the time of installation.

Common name	Scientific Name	Size	Total # of plants
<b>Trees</b>			
Black cottonwood*	<i>Populus balsamifera</i>	1-gal	33
Pacific willow	<i>Salix lucida</i>	3 ft stake or 1-gal	33
Sitka spruce	<i>Picea sitchensis</i>	1-gal	33
Western Red Cedar	<i>Thuja plicata</i>	1-gallon	33
<b>Shrubs</b>			
Salmonberry	<i>Rubus spectabilis</i>	1-gal	108
Red osier dogwood	<i>Cornus stolonifera</i>	1-gal	108
Pacific ninebark	<i>Physocarpus capitatus</i>	1-gal	108
Sitka willow	<i>Salix sitchensis</i>	3 ft stake or 1-gal	108
<b>Emergents</b>			
slough sedge	<i>Carex obnupta</i>	Conetainer or 4-inch pot	200 (20 clusters of 10 plants)
Small-fruited bulrush	<i>Scirpus microcarpus</i>	Conetainer or 4-inch pot	200 (20 clusters of 10 plants)

#### 4. Topsoil & Mulch

The contractor is responsible for procuring and placement of topsoil and mulch. Topsoil can be blown-on prior to planting. Mulch can be blown-on following installation, however laborers are required to rake the mulch away from individual plants following application. The following quantities are specified for the wetland creation area (topsoil and mulch shall not be applied to the enhancement wetland).

	Area	Depth	Quantity
<b>Topsoil</b>	6,000 sq. ft.	3-inches	56 cubic yards
<b>Mulch</b>	6,000 sq. ft.	3-inches	56 cubic yards

#### 5. Deliverables

An “As-built” sketch map should be submitted to the government within 5 days of project completion. The as-built map should schematically depict the location of planting zones (grouped by species) and highlight any changes to the plan that occurred during installation.

#### 6. General Requirements

a. Project Manager. Promptly following award of the delivery order, the contractor shall designate a Project Manager (PM) who shall be responsible for the scheduled completion of the delivery order. Changes in PM may be made with prior approval of the COR. The PM shall have the experience and capability for the following:

- (1) Execution and completion of the terms of the delivery order.
- (2) Supervision of work and its overall quality.
- (3) Liaison between contractor and COR for all work required under this delivery order.

b. Contracting Officer’s Representative (COR). The contracting officer (CO) for the Government will designate an authorized contracting officer’s representative (COR) to supply the contractor with Government furnished data and services, and to forward other necessary documents or equipment. Contractor interpretation and associated guidance and direction from the Government will not be official unless specifically provided by the COR or the CO. The COR will seek timely progress of the work and its satisfactory completion.

c. Extra Services. The contractor is advised not to perform any services under this delivery order, requested by any persons in the Seattle District offices either verbally or in writing, which he/she considers to be an adjustment in the work scope requiring a change in contract prices, until the contractor has made a proposal to the COR covering such extra services, negotiated a mutually satisfactory fee, and received formal notices to proceed.

d. Payment for Routine Work. A copy of each payment voucher shall be submitted by the contractor to the COR. Payment for partial deliveries will be made in accordance with the payment clause of this contract.

e. Billing Procedures.

7. Schedule. The contractor shall furnish sufficient technical, supervisory, and administrative personnel to ensure completion of work in accordance with the progress schedule as negotiated with the Corps.

The contractor shall keep the COR fully advised at all times concerning delays or difficulties which may prohibit completion of any part of the work by the established dates. The schedule is subject to adjustment by modification to the delivery order, signed by the COR, for material delays on the part of the Government and conditions beyond the control of the parties.

#### ATTACHMENTS

1. Plate GT-1 (Plate GT-2 and GT-3 are referenced on GT-1, but are not applicable)
2. Vicinity map

Find both attachments at the end of this solicitation

## CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	JUN 2004

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) There is no permissible variation – increase or decrease of items is only through a modification to the purchase order at the request of the COR and concurrence of the Contracting Officer.

(End of clause)

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

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

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

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

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

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

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

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

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

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

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

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

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

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

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

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

(List as necessary)

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

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

FTA Country or Israeli End Products

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

(List as necessary)

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

Other Foreign End Products

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

(List as necessary)

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

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

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

Canadian End Products:

Line Item No.  
-----  
-----  
-----

(List as necessary)

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

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

Canadian or Israeli End Products:

Line Item No.  
-----  
-----  
-----

Country of Origin  
-----  
-----  
-----

(List as necessary)

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

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

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

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

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

(1) Listed End Product

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

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

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

( ) (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any

such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004)

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

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

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

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

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

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

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

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

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

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

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

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

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

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

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

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

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

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

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

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

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

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

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX \_\_\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX \_\_\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

XX \_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

\_\_\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

\_\_\_ (18) 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).

XX \_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

\_\_\_ (20) 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).

\_\_\_ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

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

\_\_\_ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

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

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

\_\_\_ (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (25) 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 Treasury).

\_\_\_ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX \_\_\_ (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

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

\_\_\_ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

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

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

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

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

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

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

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

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

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

any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

(End of clause)

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

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

<http://www.arnet.gov/far>  
<http://www.farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>

(End of provision)

WAGE DETERMINATION

WAGE DETERMINATION NO: 94-2561 REV (28) AREA: WA, ISLAND COUNTY

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.: 1994-2561
Director	Wage Determinations	Revision No.: 28
		Date Of Last Revision: 09/30/2003

State: Washington

Area: Washington Counties of Island, San Juan, Skagit

**\*\*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	9.57
01116 - General Clerk II	10.68
01117 - General Clerk III	13.68
01118 - General Clerk IV	15.04
01120 - Housing Referral Assistant	17.89
01131 - Key Entry Operator I	12.02
01132 - Key Entry Operator II	14.61
01191 - Order Clerk I	11.92
01192 - Order Clerk II	13.06
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	12.12
01300 - Scheduler, Maintenance	13.94
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	14.03
01341 - Stenographer I	12.96
01342 - Stenographer II	14.79
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	11.25
01532 - Travel Clerk II	12.08
01533 - Travel Clerk III	12.91
01611 - Word Processor I	12.70
01612 - Word Processor II	13.71
01613 - Word Processor III	16.96
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.73
03041 - Computer Operator I	14.50
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)	25.77
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.70
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.50
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.24
05010 - Automotive Glass Installer	19.93
05040 - Automotive Worker	19.93
05070 - Electrician, Automotive	20.82
05100 - Mobile Equipment Servicer	17.98
05130 - Motor Equipment Metal Mechanic	21.66
05160 - Motor Equipment Metal Worker	19.93
05190 - Motor Vehicle Mechanic	21.69
05220 - Motor Vehicle Mechanic Helper	17.12
05250 - Motor Vehicle Upholstery Worker	18.86
05280 - Motor Vehicle Wrecker	19.93
05310 - Painter, Automotive	20.82
05340 - Radiator Repair Specialist	22.33
05370 - Tire Repairer	15.74
05400 - Transmission Repair Specialist	21.66
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.22
07010 - Baker	11.65
07041 - Cook I	11.10
07042 - Cook II	11.87
07070 - Dishwasher	9.55
07130 - Meat Cutter	15.99
07250 - Waiter/Waitress	9.69
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	21.01
09040 - Furniture Handler	16.89
09070 - Furniture Refinisher	21.01
09100 - Furniture Refinisher Helper	18.28
09110 - Furniture Repairer, Minor	19.65
09130 - Upholsterer	21.01

11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.28
11060 - Elevator Operator	10.14
11090 - Gardener	13.30
11121 - House Keeping Aid I	9.32
11122 - House Keeping Aid II	10.46
11150 - Janitor	10.56
11210 - Laborer, Grounds Maintenance	11.85
11240 - Maid or Houseman	9.32
11270 - Pest Controller	12.39
11300 - Refuse Collector	11.57
11330 - Tractor Operator	11.64
11360 - Window Cleaner	11.11
12000 - Health Occupations	
12020 - Dental Assistant	14.39
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.86
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	12.64
12160 - Medical Record Clerk	10.58
12190 - Medical Record Technician	14.57
12221 - Nursing Assistant I	9.09
12222 - Nursing Assistant II	10.11
12223 - Nursing Assistant III	11.22
12224 - Nursing Assistant IV	13.30
12250 - Pharmacy Technician	14.04
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	17.47
13011 - Exhibits Specialist I	16.52
13012 - Exhibits Specialist II	19.36
13013 - Exhibits Specialist III	23.46
13041 - Illustrator I	17.48
13042 - Illustrator II	21.66
13043 - Illustrator III	26.50
13047 - Librarian	24.23
13050 - Library Technician	13.84
13071 - Photographer I	14.80
13072 - Photographer II	17.95
13073 - Photographer III	22.02
13074 - Photographer IV	26.92
13075 - Photographer V	32.59
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.15
15030 - Counter Attendant	8.15
15040 - Dry Cleaner	10.35
15070 - Finisher, Flatwork, Machine	8.15
15090 - Presser, Hand	8.15

15100 - Presser, Machine, Drycleaning	8.15
15130 - Presser, Machine, Shirts	8.15
15160 - Presser, Machine, Wearing Apparel, Laundry	8.15
15190 - Sewing Machine Operator	11.09
15220 - Tailor	11.83
15250 - Washer, Machine	8.88
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	21.01
19040 - Tool and Die Maker	23.74
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	20.68
21020 - Material Coordinator	15.92
21030 - Material Expediter	15.92
21040 - Material Handling Laborer	14.40
21050 - Order Filler	10.92
21071 - Forklift Operator	18.06
21080 - Production Line Worker (Food Processing)	15.32
21100 - Shipping/Receiving Clerk	13.40
21130 - Shipping Packer	13.40
21140 - Store Worker I	12.36
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.53
21210 - Tools and Parts Attendant	18.06
21400 - Warehouse Specialist	17.14
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.71
23040 - Aircraft Mechanic Helper	18.28
23050 - Aircraft Quality Control Inspector	26.64
23060 - Aircraft Servicer	19.65
23070 - Aircraft Worker	20.33
23100 - Appliance Mechanic	21.01
23120 - Bicycle Repairer	18.33
23125 - Cable Splicer	21.71
23130 - Carpenter, Maintenance	21.01
23140 - Carpet Layer	21.91
23160 - Electrician, Maintenance	26.04
23181 - Electronics Technician, Maintenance I	20.31
23182 - Electronics Technician, Maintenance II	21.69
23183 - Electronics Technician, Maintenance III	24.48
23260 - Fabric Worker	19.65
23290 - Fire Alarm System Mechanic	21.71
23310 - Fire Extinguisher Repairer	18.97
23340 - Fuel Distribution System Mechanic	23.88
23370 - General Maintenance Worker	20.33
23400 - Heating, Refrigeration and Air Conditioning Mechanic	21.71
23430 - Heavy Equipment Mechanic	21.71
23440 - Heavy Equipment Operator	21.71
23460 - Instrument Mechanic	21.71
23470 - Laborer	13.04
23500 - Locksmith	21.01
23530 - Machinery Maintenance Mechanic	21.75
23550 - Machinist, Maintenance	20.67
23580 - Maintenance Trades Helper	18.28
23640 - Millwright	21.71
23700 - Office Appliance Repairer	21.01
23740 - Painter, Aircraft	21.01
23760 - Painter, Maintenance	21.01

23790 - Pipefitter, Maintenance	23.71
23800 - Plumber, Maintenance	22.27
23820 - Pneudraulic Systems Mechanic	21.71
23850 - Rigger	21.71
23870 - Scale Mechanic	20.33
23890 - Sheet-Metal Worker, Maintenance	21.71
23910 - Small Engine Mechanic	22.41
23930 - Telecommunication Mechanic I	21.71
23931 - Telecommunication Mechanic II	21.71
23950 - Telephone Lineman	21.71
23960 - Welder, Combination, Maintenance	21.71
23965 - Well Driller	21.71
23970 - Woodcraft Worker	21.71
23980 - Woodworker	18.97
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.79
24580 - Child Care Center Clerk	9.50
24600 - Chore Aid	9.21
24630 - Homemaker	15.50
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	21.71
25040 - Sewage Plant Operator	22.87
25070 - Stationary Engineer	21.71
25190 - Ventilation Equipment Tender	18.28
25210 - Water Treatment Plant Operator	22.87
27000 - Protective Service Occupations	
(not set) - Police Officer	24.02
27004 - Alarm Monitor	14.73
27006 - Corrections Officer	19.80
27010 - Court Security Officer	23.51
27040 - Detention Officer	23.51
27070 - Firefighter	24.91
27101 - Guard I	8.78
27102 - Guard II	15.40
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	19.06
28020 - Hatch Tender	19.06
28030 - Line Handler	19.06
28040 - Stevedore I	18.41
28050 - Stevedore II	19.71
29000 - Technical Occupations	
21150 - Graphic Artist	19.30
29010 - Air Traffic Control Specialist, Center (2)	30.29
29011 - Air Traffic Control Specialist, Station (2)	20.88
29012 - Air Traffic Control Specialist, Terminal (2)	23.01
29023 - Archeological Technician I	17.18
29024 - Archeological Technician II	19.24
29025 - Archeological Technician III	23.83
29030 - Cartographic Technician	23.83
29035 - Computer Based Training (CBT) Specialist/ Instructor	23.35
29040 - Civil Engineering Technician	21.66
29061 - Drafter I	12.96
29062 - Drafter II	15.15
29063 - Drafter III	17.48
29064 - Drafter IV	21.66
29081 - Engineering Technician I	13.47

29082 - Engineering Technician II	15.15
29083 - Engineering Technician III	17.95
29084 - Engineering Technician IV	22.23
29085 - Engineering Technician V	27.61
29086 - Engineering Technician VI	33.23
29090 - Environmental Technician	18.83
29100 - Flight Simulator/Instructor (Pilot)	30.33
29160 - Instructor	21.30
29210 - Laboratory Technician	16.60
29240 - Mathematical Technician	23.83
29361 - Paralegal/Legal Assistant I	16.80
29362 - Paralegal/Legal Assistant II	20.75
29363 - Paralegal/Legal Assistant III	25.38
29364 - Paralegal/Legal Assistant IV	30.67
29390 - Photooptics Technician	23.83
29480 - Technical Writer	20.33
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)	20.33
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.51
29622 - Weather Observer, Upper Air (3)	17.51
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	14.91
31260 - Parking and Lot Attendant	8.67
31290 - Shuttle Bus Driver	11.79
31300 - Taxi Driver	9.86
31361 - Truckdriver, Light Truck	11.79
31362 - Truckdriver, Medium Truck	14.94
31363 - Truckdriver, Heavy Truck	17.40
31364 - Truckdriver, Tractor-Trailer	17.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.90
99030 - Cashier	10.11
99041 - Carnival Equipment Operator	10.47
99042 - Carnival Equipment Repairer	10.88
99043 - Carnival Worker	9.21
99050 - Desk Clerk	11.28
99095 - Embalmer	19.25
99300 - Lifeguard	10.12
99310 - Mortician	19.25
99350 - Park Attendant (Aide)	12.70
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.12
99500 - Recreation Specialist	15.61
99510 - Recycling Worker	14.48
99610 - Sales Clerk	11.31
99620 - School Crossing Guard (Crosswalk Attendant)	11.65
99630 - Sport Official	11.04
99658 - Survey Party Chief (Chief of Party)	22.26
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.52
99660 - Surveying Aide	12.05
99690 - Swimming Pool Operator	14.11
99720 - Vending Machine Attendant	12.67
99730 - Vending Machine Repairer	14.11

99740 - Vending Machine Repairer Helper

12.67

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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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dyeing, 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.

REVISIONS	DATE	BY



WETLAND "A" MITIGATION AREA:  
EXCAVATE TO 0.0' ± 24.0" FROM  
DITCH TO ± ELEVATION  
OF 39.5'.

WETLAND "B" ENHANCEMENT AREA  
FILL/DITCH

NOTES:  
1. SEE PLATE #1-2 FOR WETLANDS MITIGATION SITE "A", A - A - A  
CROSS-SECTION.  
2. SEE PLATE #1-3 FOR WETLANDS MITIGATION SITE "B"  
EXAMPLE SKETCH AND LEGEND KEY.



U.S. ARMY ENGINEER DISTRICT, SEATTLE  
CORPS OF ENGINEERS  
SEATTLE, WASHINGTON  
U.S. SECTION OF BORDER PROTECTION  
AND SECTION INSURANCE - SCIENCE  
BLANK BORDER PATION SITE FOR HQ  
WETLANDS ENHANCEMENT AREA "B"  
BLAINE, WASHINGTON

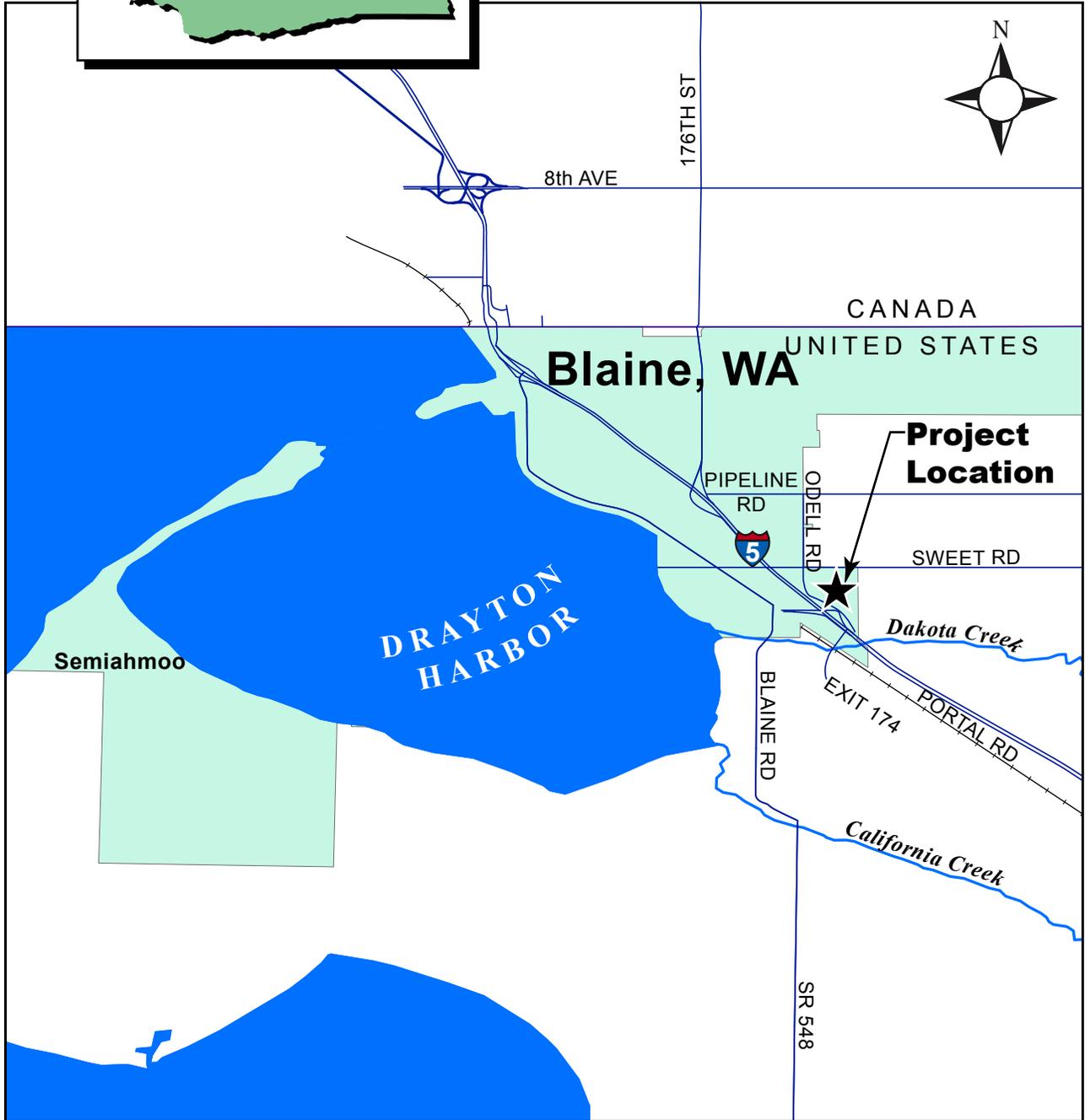
DATE AND TIME PLOTTED: 05 JUN 2004 11:28  
DESIGN FILE: I:\US3\INSUR\BLAINE\WETLANDS MITIGATION\STATION 37.STAD.ALDIE\REFLECTOR

THIS PROJECT WAS DRAWN BY: [Name] UNDER SUPERVISION OF: [Name]  
DATE: [Date] TIME: [Time] BY: [Name]

SCALE: 1" = 20'

DATE: 28 MAY 04

BY: [Name]



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U.S. DEPARTMENT OF HOMELAND SECURITY  
U.S. BORDER PATROL, BLAINE, WASHINGTON

Date  
MAY 2003

VICINITY MAP

Figure No.  
1