



RFQ No. 00-SQ-30-0046
Commercial Item
Total Small Business Set-Aside

UNIT A4 WICKET GATE REFURBISHMENT

Hoover Dam Boulder Canyon Project Arizona-Nevada

Lower Colorado Regional Office
Boulder City, Nevada
2000

United States Department of the Interior
Bureau of Reclamation



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Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405

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CONTINUATION OF BLOCKS FROM SF-1449

1. Block 18b: Submission of Invoices

(a) The COR has been designated authority to approve invoices for payments under the contract. To ensure timely processing of payments under the contract, the designated billing office for such payments is: Mr. Larry Kyes, (LC-6400), Bureau of Reclamation, Lower Colorado Dams Facilities Office, P.O. Box 60400, Boulder City NV 89006-0400.

(b) Final payment under the contract will be approved by the Contracting Officer. The final invoice will be approved pursuant to the Prompt Payment clause in the contract after all contract settlement actions are complete. To ensure timely processing, the designated billing office for the final invoice is: Mr. Kenneth A. Miller (LC-3130), Bureau of Reclamation, Lower Colorado Region, P.O. Box 61470, Boulder City NV 89006-1470.

PART II - CONTRACT CLAUSES

1. 52.212-4 Contract Terms and Conditions--Commercial Items (May 1999)

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

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

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

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

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

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

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

(1) Name and address of the Contractor;

- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

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

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

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

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

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

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

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

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

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

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

2. Addendum to 52.212-4 Contract Terms and Conditions--Commercial Items (May 1999)

The following contract terms and conditions incorporated by reference are also applicable to this acquisition.

2.1 (a) Additional Applicable Terms and Conditions

(1) 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 via the Internet at <http://www.arnet.gov/far>.

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

- 52.211-5 Material Requirements (Oct 1997)
- 52.211-13 Time Extensions (Apr 1984)
- 52.219-6 Notice of Total Small Business Set-aside (Jul 1996)
- 52.232-11 Extras (Apr 1984)
- 52.236-5 Material and Workmanship (Apr 1984)
- 52.236-6 Superintendence by the Contractor (Apr 1984)
- 52.236-7 Permits and Responsibilities (Nov 1991))
- 52.236-11 Use and Possession Prior to Completion (Apr 1984)
- 52.242-14 Suspension of Work (Apr 1984)
- 52.242-15 Stop Work Order (Aug 1989)
- 52.242-17 Government Delay of Work (Apr 1984)
- 52.245-4 Government-furnished Property (Short Form) (Apr 1984)
- 52.247-34 F.O.B. Destination (Nov 1991)

2.2 52.211-8 Time of Delivery (Jun 1997) Alternate III (Apr 1984)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
Item No.	Quantity	Date Required
1.	24 Refurbished Unit A4 Wicket Gates	January 24, 2001

Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
Item No.	Quantity	Date Proposed
1.	24 Refurbished Unit A4 Wicket Gates	

It is anticipated that the wicket gates will be available for the Contractor to pickup on November 15, 2000. If the wicket gates are not available to the Contractor on November 15, 2000 the required completion date for the wicket gates will be extended by the number of calendar days after November 15, 2000 that the wicket gates are available for the Contractor to pickup. This time extension is the sole remedy for the delay in the wicket gates availability described herein. The Contractor shall not be entitled to additional payment resulting from the delay in the availability of the wicket gates described above.

It is anticipated that the final machining dimension for the guide vane height will be provided by the Government to the Contractor on January 5, 2001. If the final machining dimension for the guide vane height is not provided by the Government to the Contractor on January 5, 2001 the completion dates for the wicket gates will be extended by the number of calendar days after January 5, 2001 that the Contractor receives the final machining dimension. This time extension is the sole remedy for the delay in the Government providing the final machining dimension for the guide vane height described herein. The Contractor shall not be entitled to additional payment resulting from the delay in the Government providing the final machining dimension described above.

2.3 52.245-4 Government-Furnished Property (Short Form) (Apr 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

- (1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

2.4 52.247-34 F.O.B. Destination (Nov 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier

is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall assure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications;
or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

2.5 52.211-6 Brand Name or Equal (Aug 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must--

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by--

- (i) Brand name, if any; and
- (ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

2.6 WBR 1452.247-900 Preparation for Shipment and Handling--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

The Contractor shall prepare all materials and articles for shipment in such a manner as to protect them from damage and exposure to moisture, and shall be responsible for and make good any and all damage due to improper preparation or loading for shipment.

2.7 WBR 1452.223-80 Asbestos-Free Warranty--Bureau of Reclamation (Oct 1992)

(a) The Contractor warrants that all items delivered, or work required by the contract shall be free of asbestos in any form whatsoever except for the use of asbestos cement pipe.

(b) The Contractor may request the Contracting Officer to approve an exception to this prohibition when an asbestos-free product is not available. Such requests shall be fully documented and submitted as soon as possible after the Contractor determines that an asbestos-free product is not available. Contracting Officer disapproval of a request for an exception shall be final and not subject to the Disputes clause of this contract.

2.8 WBR 1452.225-82 Notice of Trade Agreements Act Evaluations--Bureau of Reclamation (Oct 1998)

In accordance with the Agreement on Government Procurement, as amended by the Uruguay Round Agreements Act (Pub. L. 103-465), and other trade agreements, The Trade Agreements Act applies to Bureau of Reclamation acquisitions. Reclamation will evaluate acquisitions at or above the dollar thresholds listed below without regard to the restrictions of the Buy American Act:

(a) Construction (\$7,143,000 or \$6,909,500 if NAFTA country construction materials are being offered);

(b) Supplies or services:

- (1) Mexico (\$53,150);
- (2) Canada (\$186,000);
- (3) Israel (\$186,000); and
- (4) All other designated countries (\$186,000).

3. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2000)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which 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 or components:

(Contracting Officer shall check as appropriate.)

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999)
- (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).
- (4)(i) 52.219-5, Very Small Business Set-Aside (Mar 1999) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I to 52.219-5.
- (iii) Alternate III to 52.219-5.
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3));
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (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 of 52.219-23.

- _____ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _____ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- U (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- U (12) 52.222-26, Equal Opportunity (E.O. 11246).
- U (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- U (14) 52.222-36, Affirmative Action for Workers With Disabilities (29 U.S.C. 793).
- U (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- _____ (16)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- _____ (ii) Alternate I of 52.223-9 (42.U.S.C.6962(i)(2)(C)).
- U (17) 52.225-1 Buy American Act--Balance of Payments--Supplies (41 U.S.C. 10a - 10d).
- U (18) (i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- _____ (ii) Alternate I of 52.225-3.
- _____ (iii) Alternate II of 52.225-3.
- U (19) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- _____ (20) 52.225-13, Restrictions on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- _____ (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- _____ (22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- _____ (23) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- U (24) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- _____ (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- _____ (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- _____ (27)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- _____ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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 or components:

(Contracting Officer check as appropriate.)

- U (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

- ___ U (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (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) (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 (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 Agreement (CBA) (41 U.S.C. 351, et seq.).
- ___ (6) 52.222-50 Nondisplacement of Qualified Workers (E.O. 12933).

(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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Handicapped Workers With Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

PART III - STATEMENT OF WORK/SPECIFICATIONS/WORK STATEMENT

PART 1 - GENERAL REQUIREMENTS

1.1. The Requirement

It is required that the twenty-four (24) wicket gates (guide vane assemblies) be refurbished at the Contractor's chosen location in accordance with the contract provision and clauses, the following specifications, and the drawing listed in section C.1.8 for Unit A-4 Generator, Lower Colorado Dams Facilities Office, Hoover Dam Powerplant, Boulder Canyon Project, Arizona-Nevada.

Wicket gates are cast steel, class two medium, annealed. The wicket gate assembly has an average diameter of 8 inches along the shaft, is 29-1/4 inches wide at the guide vane, and has a total length of 72-1/2 inches. Each wicket gate weighs approximately 1,425 pounds for a total weight of 34,200 pounds for the 24.

The refurbished wicket gates will not be installed under this contract.

1.2. Shipping

The wicket gate assemblies will be packaged by Hoover Dam and available for pick-up/shipment from the Hoover Dam Central Warehouse. The Government will provide two weeks advance notice of the date the contractor may pick up the wicket gate assemblies. Warehouse shipping and receiving hours are from 7:30 A.M. to 3:30 P.M., Pacific Time, Monday through Thursday.

The Contractor shall be responsible for transporting the wicket gates from Hoover Dam Central Warehouse to its facility. Hoover Dam Central Warehouse address is:

U.S. Department of the Interior
Bureau of Reclamation
Lower Colorado Dams Facilities Office
Hoover Dam Central Warehouse
Hwy. 93
Boulder City, NV 89005.

The Contractor shall return the completed wicket gates f.o.b. to the Hoover Dam Central Warehouse by January 24, 2001. Warehouse staff will be available during regular warehouse hours to receive the wicket gates.

1.3. Submittals

a. Pre-Machining and Post-Machining Data.--The Contractor shall record pre-machining (as found) and post-machining (as finished) dimension data on required submittals, Data Sheet No.1 and Data Sheet No.2, one for each wicket gate.

b. When the Contractor proposes to use an “or equal” material for a “brand name or equal” product as specified in this statement of work, the Contractor shall submit information on the proposed product’s composition, physical characteristics, and performance capabilities. Submittal of product information shall not be less than 30 days prior to the use of the proposed product.

c. Addresses.--The Contractor shall send the completed submittals to:

(1) Regional Engineer, USBR-Lower Colorado Region, Attn: LC-6000, P.O. Box 61470, 400 Railroad Ave., Boulder City, NV 89006-1470.

(2) U.S. Bureau of Reclamation, Hoover Dam, Attn: LCD-2130, P.O. Box 60400, Boulder City, NV 89006-0400.

d. Schedule.--The Contractor shall submit the completed data sheets as per the following schedule:

(1) Data Sheet No. 1 - Pre-Machining Dimensions: Within 20 calendar days after receipt of wicket gates.

(2) Data Sheet No. 2 - Post-Machining: Within 5 calendar days after completion of refurbishment.

e. Final dimensions from Hoover.--The Contractor will be notified of the required final machining dimension for the guide vane height (top to bottom of guide vane) by Hoover Dam after final curb to crown distance is determined. Expectant date for this dimension is on or about 05 January, 2000.

1.4 Refurbishing the Wicket Gates (Guide Vane Assemblies)

Requirements for refurbishing the wicket gates are listed in the following paragraphs, but are not necessarily in any required order.

a. Bearing Journals.--Inspect the bearing journals and check for alignment. The gates shall be supported on the outer journals then rotated and checked at the centerline of each journal at eight different points. Total indicated run-out shall not exceed 0.002 inches after machining.

After all welding processes are complete, use the dimensions of drawing no. 02-500-852 to finish machine the upper journal area to 0.002 inches undersized, finish machine the intermediate packing and bearing journal area to 0.020 inches undersized, and finish machine the lower bearing journal area to 0.020 inches undersized.

b. Guide Vane Bosses.--To repair cavitation damage, undercut a minimum of 0.060 inches, weld build-up with ER309L, and finish machine the guide vane boss diameters and the facing surfaces. Maintain the tolerance for the boss diameter at 10.485, +0.000, -0.003 inches.

NOTE: It is critical to use, as a reference, the upper shaft shoulder face surface to the upper guide vane wear surface dimension (33.135"). Maintain the tolerance for this dimension at 33.135, +0.005, -0.000 inches.

c. Guide Vanes.--To repair cavitation damage in the area close to the guide vane bosses in the cast area of the guide vanes, weld build-up with E7018 and hand grind. **Use extreme caution during welding to prevent warpage.**

d. Curb and Crown Wear Surfaces.--To repair cavitation damage, undercut both surfaces 0.150 inches, weld build-up with one pass of ER309L, a second and third pass of ER218, and finish machine the curb and crown wear surfaces (surfaces at the top and bottom of the guide vane). Final dimension for the guide vane height will be provided by Hoover Dam after actual curb to crown dimensions are determined. Curb and crown wear surfaces shall be perpendicular to the axis of the shaft and parallel to each other to within 0.002 inches.

e. Wearing Strips.--Use drawing no. 02-500-852 and lightly skim cut the stainless steel guide vane wearing strips, heel and toe, to insure they are parallel to shaft axis.

f. Surface Finishing & Coating.--Finish the surfaces per the following:

(1) Machined Surfaces - All machined surfaces shall be finished to 63 microinches.

(2) Guide Vane, Cast Area - After completion of all welding, sandblast to prepare the cast area of the guide vane surface, or as per coating product manufacturer's recommendations. Apply an undercoat of metallic polymer filler, such as Belzona 1111 (Super Metal), or equal, and a topcoat of metallic polymer coating, such as Belzona 1321 (Ceramic S-Metal), gray, or equal, to smooth and seal the cast area of the guide vane. Protect all machined surfaces from damage during these procedures. See Attachment No. 3, Table No. 1 for the salient characteristics of the undercoat of metallic polymer coating. See Attachment No. 4, Table 2 for the salient characteristics of the topcoat of the metallic polymer coating.

(3) Shaft, Cast Area - After completion of all welding and machining, remove all oil and grease from the cast area of the shaft between the upper and intermediate journals, as recommended by coating product manufacturer's recommendations. Apply a multi-purpose epoxy coating, such as Devco Bar-Rust 235, off-white, or equal, to protect the cast area between the upper and intermediate journals of each guide vane. Protect all machined surfaces from damage during these procedures. See Attachment No. 4, Table 3 for the salient characteristics of the multi-purpose epoxy coating.

1.5 Inspections & Tests

- a. Visually inspect all welds for faults, porosity, and cracks. Conduct fluorescent dye penetrate test per specification ASTM E165 (1995), after completion of welding and before machining. No faults or cracks shall be detected.
- b. Conduct fluorescent dye penetrate test per specification ASTM E165 (1995), after completion of final machining. No faults or cracks shall be detected.

1.6 Data Sheets

- " Data Sheet No. 1 - Pre-Machining Dimensions, see Attachment No. 2.
- b. Data Sheet No. 2 - Post-Machining Dimensions, see Attachment No. 2.

1.7 Specified Coatings

- " Table No. 1 - Metallic Polymer Filler, Undercoat, Brand Name or Equal, see Attachment No. 3.
- " Table No. 2 - Metallic Polymer Coating, Topcoat, Brand Name or Equal, see Attachment No. 4.
- " Table No. 3 -Multi-Purpose Epoxy Coating, Brand Name or Equal, see Attachment No. 5.

1.8 Reference Drawing

Drawing No. 02-500-852 (Allis-Chalmers) L.H. Guide Vane Used on Hydraulic Turbine, see Attachment No. 6.

The referenced drawing is the original design drawing for the wicket gates. Note and comply with print deviations as per the Statement of Work paragraphs. Statement of Work shall take precedence over the original design drawing.

The Contractor will be provided a full size drawing upon contract award.

1.9 Payment

Payment for the refurbishment of the twenty-four (24) wicket gates will be made on a lump sum basis after completion of refurbishment and satisfactory receipt of all wicket gates.

The cost of transporting to and from the Hoover Dam Central Warehouse and return shipping containers is the responsibility of the Contractor and shall be included in the unit price bid for refurbishment.

PART IV - CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

List of Attachments		
Att. No.	Title	No. of pages
1	Service Contract Act Wage Determinations	
	California: Wage Determination No. 94-2047 (Rev. No. 14, 06/04/2000)	8
	Colorado: Wage Determination No. 94-2083 (Rev. No. 13, 6/13/2000)	8
	Florida: Wage Determination No. 94-2125 (Rev. No. 12, 06/04/2000)	8
	Nevada: Wage Determination No. 94-2331 (Rev. No. 15, 06/16/2000)	8
	<p>NOTE: If an offeror will be performing the services under this contract in a location other than those listed above, they must submit a request to the Contracting Officer for the applicable SCA Wage Determination, which will be incorporated into the solicitation by amendment. Requests must be received in the contracting office no later than 3 days prior to the quote due date.</p> <p>Request may be submitted via: (1) E-mail to rhyche@lc.usbr.gov; (2) Facsimile No. (702) 293-8499; or (3) Telephone No. (702) 293-8779.</p> <p>See block 7 of the SF 1449 (Solicitation/Contract/Order for Commercial Items) for additional point of contact information.</p>	
2	Data Sheets No. 1 and 2	2
	Data Sheets No. 1 and 2	Pre-Machining Dimensions
3	Specified Coatings	1
	Table No. 1	
4	Specified Coatings	
	Table No. 2	
5	Specified Coatings	
	Table No. 3	
6	Drawing	2
	Drawing No.	
	02-500-852	L.H. Guide Vane Used on Hydraulic Turbine

00-SQ-30-0046

Attachment No. 1
Service Contract Act Wage Determinations

William W.Gross	Division of	Wage Determination No.: 1994-2125
Director	Wage Determinations	Revision No.: 1
		Date Of Last Revision: 06/04/2000

State: Florida

Area: Florida Counties of Charlotte, De Soto, Hardee, Hernando, Highlands
 Hillsborough, Lee, Manatee, Pasco, Pinellas, Polk, Sarasota

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Mortician	15.81
School Crossing Guard (Crosswalk Attendant)	7.23
Administrative Support and Clerical Occupation:	
Accounting Clerk I	8.28
Accounting Clerk II	9.65
Accounting Clerk III	10.85
Accounting Clerk IV	13.23
Court Reporter	12.52
Dispatcher, Motor Vehicle	10.69
Document Preparation Clerk	10.02
Duplicating Machine Operator	10.02
Film/Tape Librarian	9.54
General Clerk I	7.41
General Clerk II	7.76
General Clerk III	9.05
General Clerk IV	9.59
Housing Referral Assistant	15.03
Key Entry Operator I	7.23
Key Entry Operator II	8.97
Messenger (Courier)	7.38
Order Clerk I	7.93
Order Clerk II	9.46
Personnel Assistant (Employment) I	7.97
Personnel Assistant (Employment) II	11.26
Personnel Assistant (Employment) III	12.64
Personnel Assistant (Employment) IV	13.07
Production Control Clerk	13.77
Rental Clerk	10.97
Scheduler, Maintenance	10.97
Secretary I	10.97
Secretary II	12.92
Secretary III	15.03
Secretary IV	17.81
Secretary V	19.73
Service Order Dispatcher	9.57
Stenographer I	12.07
Stenographer II	12.93
Supply Technician	15.90
Survey Worker (Interviewer)	11.24
Switchboard Operator-Receptionist	8.84
Test Examiner	12.92
Test Proctor	12.92
Travel Clerk I	8.50

Travel Clerk II	9.24
Travel Clerk III	10.06
Word Processor I	9.65
Word Processor II	10.25
Word Processor III	12.11
Automatic Data Processing Occupations	
Computer Data Librarian	9.19
Computer Operator I	9.19
Computer Operator II	11.07
Computer Operator III	14.01
Computer Operator IV	15.55
Computer Operator V	15.95
Computer Programmer I (1)	16.95
Computer Programmer II (1)	19.49
Computer Programmer III (1)	22.60
Computer Programmer IV (1)	25.04
Computer Systems Analyst I (1)	22.10
Computer Systems Analyst II (1)	26.25
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	10.38
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	15.84
Automotive Glass Installer	14.47
Automotive Worker	14.47
Electrician, Automotive	15.14
Mobile Equipment Service	13.12
Motor Equipment Metal Mechanic	15.84
Motor Equipment Metal Worker	14.47
Motor Vehicle Mechanic	15.21
Motor Vehicle Mechanic Helper	12.38
Motor Vehicle Upholstery Worker	13.79
Motor Vehicle Wrecker	14.47
Painter, Automotive	15.14
Radiator Repair Specialist	14.47
Tire Repairer	12.68
Transmission Repair Specialist	15.84
Food Preparation and Service Occupations	
Baker	9.49
Cook I	8.53
Cook II	9.49
Dishwasher	7.20
Food Service Worker	7.21
Meat Cutter	10.56
Waiter/Waitress	6.88
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	15.14
Furniture Handler	12.13
Furniture Refinisher	15.14
Furniture Refinisher Helper	12.38
Furniture Repairer, Minor	13.79
Upholsterer	15.14
General Services and Support Occupations	
Cleaner, Vehicles	7.23
Elevator Operator	6.66
Gardener	9.80
House Keeping Aid I	6.52
House Keeping Aid II	7.23
Janitor	7.23
Laborer, Grounds Maintenance	7.92
Maid or Houseman	6.52
Pest Controller	9.33
Refuse Collector	7.23
Tractor Operator	9.21
Window Cleaner	7.91

Health Occupations	
Dental Assistant	10.82
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.98
Licensed Practical Nurse I	11.69
Licensed Practical Nurse II	13.11
Licensed Practical Nurse III	14.67
Medical Assistant	9.78
Medical Laboratory Technician	10.73
Medical Record Clerk	10.73
Medical Record Technician	12.93
Nursing Assistant I	6.78
Nursing Assistant II	7.62
Nursing Assistant III	8.31
Nursing Assistant IV	9.34
Pharmacy Technician	11.63
Phlebotomist	10.04
Registered Nurse I	12.93
Registered Nurse II	16.51
Registered Nurse II, Specialist	16.68
Registered Nurse III	19.87
Registered Nurse III, Anesthetist	19.87
Registered Nurse IV	23.95
Information and Arts Occupations	
Audiovisual Librarian	17.81
Exhibits Specialist I	14.56
Exhibits Specialist II	17.80
Exhibits Specialist III	20.31
Illustrator I	14.11
Illustrator II	17.24
Illustrator III	19.68
Librarian	19.73
Library Technician	11.24
Photographer I	12.45
Photographer II	14.11
Photographer III	17.24
Photographer IV	19.68
Photographer V	23.81
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.32
Counter Attendant	6.32
Dry Cleaner	8.15
Finisher, Flatwork, Machine	6.32
Presser, Hand	6.32
Presser, Machine, Drycleaning	6.32
Presser, Machine, Shirts	6.32
Presser, Machine, Wearing Apparel, Laundry	6.32
Sewing Machine Operator	8.73
Tailor	9.30
Washer, Machine	6.94
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	15.14
Tool and Die Maker	17.83
Material Handling and Packing Occupations	
Forklift Operator	11.19
Fuel Distribution System Operator	13.12
Material Coordinator	14.87
Material Expediter	14.87
Material Handling Laborer	9.12
Order Filler	10.38
Production Line Worker (Food Processing)	9.16
Shipping Packer	10.54
Shipping/Receiving Clerk	10.75
Stock Clerk (Shelf Stocker; Store Worker II)	10.67
Store Worker I	8.31

Tools and Parts Attendant	10.53
Warehouse Specialist	10.53
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	18.21
Aircraft Mechanic Helper	14.23
Aircraft Quality Control Inspector	18.99
Aircraft Servicer	15.85
Aircraft Worker	16.63
Appliance Mechanic	15.14
Bicycle Repairer	12.68
Cable Splicer	15.84
Carpenter, Maintenance	15.14
Carpet Layer	14.83
Electrician, Maintenance	15.84
Electronics Technician, Maintenance I	14.10
Electronics Technician, Maintenance II	17.16
Electronics Technician, Maintenance III	20.61
Fabric Worker	13.79
Fire Alarm System Mechanic	15.84
Fire Extinguisher Repairer	13.51
Fuel Distribution System Mechanic	15.84
General Maintenance Worker	14.47
Heating, Refrigeration and Air Conditioning Mechanic	15.84
Heavy Equipment Mechanic	15.84
Heavy Equipment Operator	15.51
Instrument Mechanic	15.84
Laborer	10.48
Locksmith	15.14
Machinery Maintenance Mechanic	15.84
Machinist, Maintenance	15.84
Maintenance Trades Helper	12.38
Millwright	17.45
Office Appliance Repairer	15.14
Painter, Aircraft	15.14
Painter, Maintenance	15.14
Pipefitter, Maintenance	15.84
Plumber, Maintenance	15.14
Pneudraulic Systems Mechanic	15.84
Rigger	15.84
Scale Mechanic	14.47
Sheet-Metal Worker, Maintenance	15.84
Small Engine Mechanic	14.47
Telecommunication Mechanic I	15.84
Telecommunication Mechanic II	18.77
Telephone Lineman	15.84
Welder, Combination, Maintenance	15.84
Well Driller	15.84
Woodcraft Worker	15.84
Woodworker	14.18
Miscellaneous Occupations	
Animal Caretaker	7.49
Carnival Equipment Operator	9.21
Carnival Equipment Repairer	9.80
Carnival Worker	7.23
Desk Clerk	7.27
Embalmer	15.81
Lifeguard	7.42
Park Attendant (Aide)	9.33
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.35
Recreation Specialist	12.78
Recycling Worker	9.21
Sales Clerk	7.42
Sport Official	7.42
Survey Party Chief (Chief of Party)	11.44

Surveying Aide	6.81
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	10.40
Swimming Pool Operator	9.49
Vending Machine Attendant	9.04
Vending Machine Repairer	10.70
Vending Machine Repairer Helper	9.04
Personal Needs Occupations	
Child Care Attendant	7.27
Child Care Center Clerk	10.40
Chore Aid	6.52
Homemaker	11.56
Plant and System Operation Occupations	
Boiler Tender	15.84
Sewage Plant Operator	15.14
Stationary Engineer	15.84
Ventilation Equipment Tender	12.38
Water Treatment Plant Operator	15.14
Protective Service Occupations	
Alarm Monitor	10.84
Corrections Officer	14.13
Court Security Officer	14.13
Detention Officer	14.13
Firefighter	13.63
Guard I	5.98
Guard II	9.43
Police Officer I	17.44
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	12.42
Hatch Tender	10.81
Line Handler	10.81
Stevedore I	11.79
Stevedore II	13.05
Technical Occupations	
Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
Air Traffic Control Specialist, Terminal (2)	19.79
Archeological Technician I	12.42
Archeological Technician II	13.96
Archeological Technician III	17.24
Cartographic Technician	19.82
Cashier	6.91
Civil Engineering Technician	17.24
Computer Based Training (CBT) Specialist/ Instructor	20.03
Drafter I	11.33
Drafter II	13.64
Drafter III	15.45
Drafter IV	18.89
Engineering Technician I	12.96
Engineering Technician II	14.55
Engineering Technician III	16.48
Engineering Technician IV	20.19
Engineering Technician V	21.55
Engineering Technician VI	24.30
Environmental Technician	17.48
Flight Simulator/Instructor (Pilot)	23.78
Graphic Artist	20.03
Instructor	17.93
Laboratory Technician	13.99
Mathematical Technician	17.48
Paralegal/Legal Assistant I	11.63
Paralegal/Legal Assistant II	15.49
Paralegal/Legal Assistant III	18.95
Paralegal/Legal Assistant IV	22.94
Photooptics Technician	17.48

Technical Writer	21.42
Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	16.57
Unexploded Ordnance (UXO) Technician II	20.05
Unexploded Ordnance (UXO) Technician III	24.02
Weather Observer, Combined Upper Air and Surface Programs (3)	14.01
Weather Observer, Senior (3)	15.57
Weather Observer, Upper Air (3)	14.01
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	12.42
Parking and Lot Attendant	7.98
Shuttle Bus Driver	10.82
Taxi Driver	8.74
Truckdriver, Heavy Truck	13.58
Truckdriver, Light Truck	10.82
Truckdriver, Medium Truck	12.24
Truckdriver, Tractor-Trailer	13.58

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS

HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.

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

**** 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(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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.

William W. Gross Director	Division of Wage Determinations	Wage Determination No.: 1994-2047 Revision No.: 1 Date Of Last Revision: 06/04/2000
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State: California

Area: California Counties of Los Angeles, Orange

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Mortician	17.49
School Crossing Guard (Crosswalk Attendant)	7.59
Administrative Support and Clerical Occupation:	
Accounting Clerk I	10.25
Accounting Clerk II	11.17
Accounting Clerk III	13.08
Accounting Clerk IV	14.97
Court Reporter	14.66
Dispatcher, Motor Vehicle	14.66
Document Preparation Clerk	12.14
Duplicating Machine Operator	12.14
Film/Tape Librarian	12.14
General Clerk I	8.07
General Clerk II	9.42
General Clerk III	12.14
General Clerk IV	13.86
Housing Referral Assistant	16.13
Key Entry Operator I	9.16
Key Entry Operator II	11.80
Messenger (Courier)	8.07
Order Clerk I	11.81
Order Clerk II	12.81
Personnel Assistant (Employment) I	10.88
Personnel Assistant (Employment) II	12.21
Personnel Assistant (Employment) III	15.84
Personnel Assistant (Employment) IV	19.03
Production Control Clerk	16.13
Rental Clerk	12.14
Scheduler, Maintenance	12.14
Secretary I	12.14
Secretary II	14.66
Secretary III	16.13
Secretary IV	17.88
Secretary V	21.31
Service Order Dispatcher	12.14
Stenographer I	12.14
Stenographer II	13.63
Supply Technician	17.88
Survey Worker (Interviewer)	14.66
Switchboard Operator-Receptionist	9.80
Test Examiner	14.66
Test Proctor	14.66
Travel Clerk I	10.10
Travel Clerk II	10.93

Travel Clerk III	11.74
Word Processor I	12.94
Word Processor II	13.79
Word Processor III	15.90
Automatic Data Processing Occupations	
Computer Data Librarian	11.77
Computer Operator I	11.77
Computer Operator II	12.90
Computer Operator III	15.60
Computer Operator IV	18.41
Computer Operator V	20.39
Computer Programmer I (1)	14.85
Computer Programmer II (1)	17.45
Computer Programmer III (1)	21.87
Computer Programmer IV (1)	25.70
Computer Systems Analyst I (1)	21.22
Computer Systems Analyst II (1)	25.81
Computer Systems Analyst III (1)	27.63
Peripheral Equipment Operator	13.20
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	19.28
Automotive Glass Installer	17.78
Automotive Worker	17.78
Electrician, Automotive	18.52
Mobile Equipment Service	16.01
Motor Equipment Metal Mechanic	19.28
Motor Equipment Metal Worker	17.78
Motor Vehicle Mechanic	19.00
Motor Vehicle Mechanic Helper	14.82
Motor Vehicle Upholstery Worker	17.04
Motor Vehicle Wrecker	17.78
Painter, Automotive	18.52
Radiator Repair Specialist	17.78
Tire Repairer	15.47
Transmission Repair Specialist	19.28
Food Preparation and Service Occupations	
Baker	11.95
Cook I	10.78
Cook II	11.95
Dishwasher	7.59
Food Service Worker	7.59
Meat Cutter	11.95
Waiter/Waitress	8.40
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.52
Furniture Handler	12.42
Furniture Refinisher	18.52
Furniture Refinisher Helper	14.82
Furniture Repairer, Minor	17.04
Upholsterer	18.52
General Services and Support Occupations	
Cleaner, Vehicles	7.59
Elevator Operator	7.59
Gardener	10.78
House Keeping Aid I	6.78
House Keeping Aid II	7.59
Janitor	7.59
Laborer, Grounds Maintenance	8.40
Maid or Houseman	6.78
Pest Controller	11.44
Refuse Collector	7.59
Tractor Operator	10.01
Window Cleaner	8.40
Health Occupations	

Dental Assistant	11.55
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.55
Licensed Practical Nurse I	12.95
Licensed Practical Nurse II	14.54
Licensed Practical Nurse III	16.26
Medical Assistant	10.32
Medical Laboratory Technician	10.32
Medical Record Clerk	10.32
Medical Record Technician	14.30
Nursing Assistant I	7.49
Nursing Assistant II	8.43
Nursing Assistant III	9.19
Nursing Assistant IV	10.32
Pharmacy Technician	12.87
Phlebotomist	10.32
Registered Nurse I	16.75
Registered Nurse II	21.70
Registered Nurse II, Specialist	23.71
Registered Nurse III	27.62
Registered Nurse III, Anesthetist	27.62
Registered Nurse IV	34.25
Information and Arts Occupations	
Audiovisual Librarian	17.61
Exhibits Specialist I	18.34
Exhibits Specialist II	22.72
Exhibits Specialist III	25.61
Illustrator I	18.34
Illustrator II	22.72
Illustrator III	25.61
Librarian	21.31
Library Technician	14.66
Photographer I	15.16
Photographer II	18.34
Photographer III	22.72
Photographer IV	25.61
Photographer V	30.99
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.52
Tool and Die Maker	23.95
Material Handling and Packing Occupations	
Forklift Operator	12.95
Fuel Distribution System Operator	16.01
Material Coordinator	16.34
Material Expediter	16.34
Material Handling Laborer	9.97
Order Filler	12.38
Production Line Worker (Food Processing)	14.22
Shipping Packer	11.12
Shipping/Receiving Clerk	11.12
Stock Clerk (Shelf Stocker; Store Worker II)	11.87
Store Worker I	9.38
Tools and Parts Attendant	14.35
Warehouse Specialist	14.22
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.28
Aircraft Mechanic Helper	14.82
Aircraft Quality Control Inspector	20.07
Aircraft Servicer	17.04
Aircraft Worker	17.78
Appliance Mechanic	18.52
Bicycle Repairer	15.47
Cable Splicer	19.28
Carpenter, Maintenance	18.52
Carpet Layer	17.78

Electrician, Maintenance	20.37
Electronics Technician, Maintenance I	14.61
Electronics Technician, Maintenance II	19.02
Electronics Technician, Maintenance III	22.18
Fabric Worker	17.04
Fire Alarm System Mechanic	19.28
Fire Extinguisher Repairer	16.01
Fuel Distribution System Mechanic	19.28
General Maintenance Worker	17.78
Heavy Equipment Mechanic	19.28
Heavy Equipment Operator	19.28
Instrument Mechanic	19.28
Laborer	7.59
Locksmith	18.52
Machinery Maintenance Mechanic	18.57
Machinist, Maintenance	20.17
Maintenance Trades Helper	14.82
Millwright	19.28
Office Appliance Repairer	18.52
Painter, Aircraft	18.52
Painter, Maintenance	18.52
Pipefitter, Maintenance	19.28
Plumber, Maintenance	18.52
Pneudraulic Systems Mechanic	19.28
Rigger	19.28
Scale Mechanic	17.78
Sheet-Metal Worker, Maintenance	19.28
Small Engine Mechanic	17.78
Telecommunication Mechanic I	19.28
Telecommunication Mechanic II	20.07
Telephone Lineman	19.28
Welder, Combination, Maintenance	19.28
Well Driller	19.28
Woodcraft Worker	19.28
Woodworker	16.01
Miscellaneous Occupations	
Animal Caretaker	9.21
Carnival Equipment Operator	10.01
Carnival Equipment Repairer	10.78
Carnival Worker	7.59
Desk Clerk	11.00
Embalmer	17.49
Lifeguard	9.80
Park Attendant (Aide)	12.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.80
Recreation Specialist	15.25
Recycling Worker	10.01
Sales Clerk	9.80
Sport Official	9.80
Survey Party Chief (Chief of Party)	22.50
Surveying Aide	12.38
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.96
Swimming Pool Operator	11.95
Vending Machine Attendant	10.01
Vending Machine Repairer	11.95
Vending Machine Repairer Helper	10.01
Personal Needs Occupations	
Child Care Attendant	11.00
Child Care Center Clerk	13.72
Chore Aid	7.49
Homemaker	15.29
Plant and System Operation Occupations	
Boiler Tender	19.28
Sewage Plant Operator	18.52

Stationary Engineer	18.52
Ventilation Equipment Tender	14.85
Water Treatment Plant Operator	18.52
Protective Service Occupations	
Alarm Monitor	14.68
Corrections Officer	22.05
Court Security Officer	22.05
Detention Officer	22.05
Firefighter	18.65
Guard I	7.04
Guard II	14.68
Police Officer I	27.07
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	17.07
Hatch Tender	17.07
Line Handler	17.07
Stevedore I	16.34
Stevedore II	17.77
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.53
Air Traffic Control Specialist, Station (2)	18.98
Air Traffic Control Specialist, Terminal (2)	20.91
Archeological Technician I	16.39
Archeological Technician II	18.34
Archeological Technician III	22.72
Cartographic Technician	22.72
Cashier	8.98
Civil Engineering Technician	22.72
Computer Based Training (CBT) Specialist/ Instructor	21.22
Drafter I	13.51
Drafter II	15.16
Drafter III	18.34
Drafter IV	22.72
Engineering Technician I	12.62
Engineering Technician II	14.17
Engineering Technician III	16.64
Engineering Technician IV	20.24
Engineering Technician V	23.23
Engineering Technician VI	28.11
Environmental Technician	18.31
Flight Simulator/Instructor (Pilot)	25.81
Graphic Artist	21.22
Instructor	20.13
Laboratory Technician	15.60
Mathematical Technician	19.58
Paralegal/Legal Assistant I	14.66
Paralegal/Legal Assistant II	17.88
Paralegal/Legal Assistant III	21.87
Paralegal/Legal Assistant IV	26.48
Photooptics Technician	19.58
Technical Writer	20.13
Unexploded (UXO) Safety Escort	17.49
Unexploded (UXO) Sweep Personnel	17.49
Unexploded Ordnance (UXO) Technician I	17.49
Unexploded Ordnance (UXO) Technician II	21.71
Unexploded Ordnance (UXO) Technician III	25.37
Weather Observer, Combined Upper Air and Surface Programs (3)	15.60
Weather Observer, Senior (3)	17.34
Weather Observer, Upper Air (3)	15.60
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	15.41
Parking and Lot Attendant	6.41
Shuttle Bus Driver	9.14
Taxi Driver	8.46

Truckdriver, Heavy Truck	16.47
Truckdriver, Light Truck	9.14
Truckdriver, Medium Truck	15.41
Truckdriver, Tractor-Trailer	16.47

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS

HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 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).

** 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(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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 o 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.

94-2083 CO,PUEBLO

06/26/00

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2083
Revision No.: 1
Date Of Last Revision: 06/13/2000

State: Colorado

Area: Colorado Counties of Alamosa, Archuleta, Baca, Bent, Chaffee, Conejos, Costil
Crowley, Custer, Delta, Dolores, Eagle, Fremont, Garfield, Gunnison, Hinsdale, Huer
Kiowa, La Plata, Lake, Las Animas, Mesa, Mineral, Moffat, Montezuma, Montrose, Oter
Ouray, Pitkin, Prowers, Pueblo, Rio Blanco, Rio Grande, Routt, Saguache, San Juan,
Miguel

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Mortician	16.41
School Crossing Guard (Crosswalk Attendant)	8.60
Administrative Support and Clerical Occupation:	
Accounting Clerk I	8.07
Accounting Clerk II	9.18
Accounting Clerk III	9.48
Accounting Clerk IV	9.70
Court Reporter	11.39
Dispatcher, Motor Vehicle	9.59
Document Preparation Clerk	8.07
Duplicating Machine Operator	8.07
Film/Tape Librarian	9.09
General Clerk I	6.55
General Clerk II	7.30
General Clerk III	8.88
General Clerk IV	9.48
Housing Referral Assistant	11.63
Key Entry Operator I	7.10
Key Entry Operator II	8.54
Messenger (Courier)	9.70
Order Clerk I	7.25
Order Clerk II	8.07
Personnel Assistant (Employment) I	6.55
Personnel Assistant (Employment) II	7.30
Personnel Assistant (Employment) III	8.88
Personnel Assistant (Employment) IV	9.48
Production Control Clerk	11.62
Rental Clerk	8.76
Scheduler, Maintenance	9.09
Secretary I	8.76
Secretary II	11.38
Secretary III	11.62
Secretary IV	12.92
Secretary V	14.31
Service Order Dispatcher	8.76
Stenographer I	10.16
Stenographer II	10.68
Supply Technician	12.92
Survey Worker (Interviewer)	11.38
Switchboard Operator-Receptionist	9.97

Test Examiner	11.38
Test Proctor	11.38
Travel Clerk I	8.40
Travel Clerk II	8.99
Travel Clerk III	9.48
Word Processor I	8.28
Word Processor II	9.32
Word Processor III	10.40
Automatic Data Processing Occupations	
Computer Data Librarian	10.44
Computer Operator I	9.26
Computer Operator II	10.44
Computer Operator III	12.68
Computer Operator IV	14.10
Computer Operator V	15.62
Computer Programmer I (1)	10.44
Computer Programmer II (1)	12.92
Computer Programmer III (1)	15.79
Computer Programmer IV (1)	15.79
Computer Systems Analyst I (1)	15.79
Computer Systems Analyst II (1)	19.11
Computer Systems Analyst III (1)	23.71
Peripheral Equipment Operator	10.44
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	13.11
Automotive Glass Installer	12.03
Automotive Worker	12.03
Electrician, Automotive	13.11
Mobile Equipment Service	10.92
Motor Equipment Metal Mechanic	13.11
Motor Equipment Metal Worker	12.03
Motor Vehicle Mechanic	13.16
Motor Vehicle Mechanic Helper	10.27
Motor Vehicle Upholstery Worker	11.85
Motor Vehicle Wrecker	12.03
Painter, Automotive	12.72
Radiator Repair Specialist	12.03
Tire Repairer	10.55
Transmission Repair Specialist	13.11
Food Preparation and Service Occupations	
Baker	12.24
Cook I	11.21
Cook II	12.24
Dishwasher	8.60
Food Service Worker	8.60
Meat Cutter	12.24
Waiter/Waitress	9.21
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	12.90
Furniture Handler	10.40
Furniture Refinisher	12.90
Furniture Refinisher Helper	10.40
Furniture Repairer, Minor	11.06
Upholsterer	12.94
General Services and Support Occupations	
Cleaner, Vehicles	8.60
Elevator Operator	8.60
Gardener	11.21
House Keeping Aid I	8.60
House Keeping Aid II	9.21
Janitor	8.60
Laborer, Grounds Maintenance	9.21
Maid or Houseman	7.97
Pest Controller	12.02

Refuse Collector	8.60
Tractor Operator	10.58
Window Cleaner	9.29
Health Occupations	
Dental Assistant	9.88
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.46
Licensed Practical Nurse I	7.88
Licensed Practical Nurse II	8.84
Licensed Practical Nurse III	9.88
Medical Assistant	8.84
Medical Laboratory Technician	8.84
Medical Record Clerk	8.84
Medical Record Technician	12.24
Nursing Assistant I	6.42
Nursing Assistant II	7.21
Nursing Assistant III	7.88
Nursing Assistant IV	8.84
Pharmacy Technician	11.03
Phlebotomist	8.84
Registered Nurse I	12.24
Registered Nurse II	14.98
Registered Nurse II, Specialist	14.98
Registered Nurse III	18.12
Registered Nurse III, Anesthetist	18.12
Registered Nurse IV	21.50
Information and Arts Occupations	
Audiovisual Librarian	13.41
Exhibits Specialist I	10.83
Exhibits Specialist II	13.41
Exhibits Specialist III	16.41
Illustrator I	10.83
Illustrator II	13.41
Illustrator III	16.41
Librarian	14.31
Library Technician	10.83
Photographer I	9.69
Photographer II	10.83
Photographer III	13.41
Photographer IV	16.41
Photographer V	19.83
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	5.54
Counter Attendant	5.54
Dry Cleaner	6.83
Finisher, Flatwork, Machine	5.54
Presser, Hand	5.54
Presser, Machine, Drycleaning	5.54
Presser, Machine, Shirts	5.54
Presser, Machine, Wearing Apparel, Laundry	5.54
Sewing Machine Operator	7.18
Tailor	7.60
Washer, Machine	6.01
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	12.90
Tool and Die Maker	14.40
Material Handling and Packing Occupations	
Forklift Operator	9.88
Fuel Distribution System Operator	11.01
Material Coordinator	11.61
Material Expediter	11.61
Material Handling Laborer	9.63
Order Filler	10.40
Production Line Worker (Food Processing)	11.01
Shipping Packer	11.01

Shipping/Receiving Clerk	11.01
Stock Clerk (Shelf Stocker; Store Worker II)	9.11
Store Worker I	8.54
Tools and Parts Attendant	10.40
Warehouse Specialist	11.01
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	13.29
Aircraft Mechanic Helper	10.40
Aircraft Quality Control Inspector	14.02
Aircraft Servicer	11.61
Aircraft Worker	12.18
Appliance Mechanic	12.90
Bicycle Repairer	10.55
Cable Splicer	13.29
Carpenter, Maintenance	12.90
Carpet Layer	12.18
Electrician, Maintenance	13.29
Electronics Technician, Maintenance I	10.33
Electronics Technician, Maintenance II	12.70
Electronics Technician, Maintenance III	15.36
Fabric Worker	11.61
Fire Alarm System Mechanic	13.29
Fire Extinguisher Repairer	11.44
Fuel Distribution System Mechanic	13.29
General Maintenance Worker	12.18
Heating, Refrigeration and Air Conditioning Mechanic	13.29
Heavy Equipment Mechanic	13.29
Heavy Equipment Operator	13.29
Instrument Mechanic	13.29
Laborer	8.56
Locksmith	12.90
Machinery Maintenance Mechanic	14.30
Machinist, Maintenance	13.29
Maintenance Trades Helper	10.72
Millwright	13.29
Office Appliance Repairer	12.90
Painter, Aircraft	12.90
Painter, Maintenance	12.90
Pipefitter, Maintenance	14.97
Plumber, Maintenance	13.29
Pneudraulic Systems Mechanic	14.97
Rigger	13.29
Scale Mechanic	13.29
Sheet-Metal Worker, Maintenance	12.18
Small Engine Mechanic	13.29
Telecommunication Mechanic I	12.18
Telecommunication Mechanic II	13.29
Telephone Lineman	14.02
Welder, Combination, Maintenance	13.29
Well Driller	13.29
Woodcraft Worker	13.29
Woodworker	12.18
Miscellaneous Occupations	
Animal Caretaker	9.83
Carnival Equipment Operator	10.58
Carnival Equipment Repairer	11.21
Carnival Worker	8.60
Desk Clerk	9.27
Embalmer	16.41
Lifeguard	8.26
Park Attendant (Aide)	10.37
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.26
Recreation Specialist	12.84
Recycling Worker	10.46

Sales Clerk	8.26
Sport Official	8.26
Survey Party Chief (Chief of Party)	11.21
Surveying Aide	10.37
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	7.57
Swimming Pool Operator	12.24
Vending Machine Attendant	10.46
Vending Machine Repairer	12.24
Vending Machine Repairer Helper	10.46
Personal Needs Occupations	
Child Care Attendant	9.27
Child Care Center Clerk	11.55
Chore Aid	7.97
Homemaker	12.84
Plant and System Operation Occupations	
Boiler Tender	13.29
Sewage Plant Operator	12.90
Stationary Engineer	13.29
Ventilation Equipment Tender	10.40
Water Treatment Plant Operator	12.90
Protective Service Occupations	
Alarm Monitor	6.55
Corrections Officer	17.51
Court Security Officer	17.51
Detention Officer	17.51
Firefighter	15.39
Guard I	5.33
Guard II	6.55
Police Officer I	19.61
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	13.39
Hatch Tender	13.39
Line Handler	13.39
Stevedore I	12.56
Stevedore II	14.23
Technical Occupations	
Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
Air Traffic Control Specialist, Terminal (2)	19.79
Archeological Technician I	9.67
Archeological Technician II	10.83
Archeological Technician III	13.41
Cartographic Technician	13.41
Cashier	7.57
Civil Engineering Technician	13.41
Computer Based Training (CBT) Specialist/ Instructor	15.79
Drafter I	8.62
Drafter II	9.69
Drafter III	10.83
Drafter IV	13.41
Engineering Technician I	8.62
Engineering Technician II	9.69
Engineering Technician III	10.83
Engineering Technician IV	13.41
Engineering Technician V	16.41
Engineering Technician VI	19.84
Environmental Technician	13.41
Flight Simulator/Instructor (Pilot)	19.11
Graphic Artist	15.79
Instructor	14.11
Laboratory Technician	12.67
Mathematical Technician	13.41
Paralegal/Legal Assistant I	11.39
Paralegal/Legal Assistant II	12.92

Paralegal/Legal Assistant III	15.78
Paralegal/Legal Assistant IV	19.11
Photooptics Technician	13.41
Technical Writer	15.62
Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	16.57
Unexploded Ordnance (UXO) Technician II	20.05
Unexploded Ordnance (UXO) Technician III	24.02
Weather Observer, Combined Upper Air and Surface Programs (3)	12.69
Weather Observer, Senior (3)	14.11
Weather Observer, Upper Air (3)	12.69
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	11.06
Parking and Lot Attendant	8.51
Shuttle Bus Driver	10.33
Taxi Driver	10.46
Truckdriver, Heavy Truck	12.50
Truckdriver, Light Truck	10.33
Truckdriver, Medium Truck	11.06
Truckdriver, Tractor-Trailer	13.06

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS

HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole of continuous service with the present contractor or successor, wherever employed, 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 any of the named holidays another day off with pay in accordance with a plan common 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, 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. rate of basic pay plus a night pay differential amounting to 10 percent of the rate basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a 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 hour week) and Sunday is part of your regularly scheduled workweek, you are paid at your 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 considered overtime work).

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either the terms of the Government contract, by the employer, by the state or local law, or the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning uniforms) is an expense that may not be borne by an employee where such cost reduces hourly rate below that required by the wage determination. The Department of Labor accepts 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 plus \$.67 cents per day). However, in those instances where the uniforms furnished are "wash and wear" materials, they may be routinely washed and dried with other personal gear and do not require any special treatment such as dry cleaning, daily washing, or color 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 Third Supplement, dated March 1997, unless otherwise indicated. This publication was 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. 2040. 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 (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), 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 unlisted classes of employees shall be paid monetary wages and furnished the fringe benefits as are determined. Such conformance 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 fringe benefits shall be retroactive to the commencement date of the contract. {See

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(s).
- 2) After contract award, the contractor prepares a written report listing in order

classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative

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, 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(k) 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 contractor 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 required 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 combine, or subdivide classifications listed in the wage determination.

94-2331 NV,LAS VEGAS

06/26/00

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2331
Revision No.: 1
Date Of Last Revision: 06/16/2000

States: Arizona, Nevada

Area: Arizona County of Mohave
Nevada Counties of Clark, Esmeralda, Lincoln, Nye

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Mortician	16.57
School Crossing Guard (Crosswalk Attendant)	10.24
Administrative Support and Clerical Occupation:	
Accounting Clerk I	8.44
Accounting Clerk II	9.48
Accounting Clerk III	11.30
Accounting Clerk IV	13.03
Court Reporter	12.62
Dispatcher, Motor Vehicle	11.11
Document Preparation Clerk	10.92
Duplicating Machine Operator	10.92
Film/Tape Librarian	10.66
General Clerk I	7.62
General Clerk II	9.01
General Clerk III	11.31
General Clerk IV	11.63
Housing Referral Assistant	15.24
Key Entry Operator I	8.93
Key Entry Operator II	12.42
Messenger (Courier)	7.35
Order Clerk I	8.81
Order Clerk II	9.72
Personnel Assistant (Employment) I	10.27
Personnel Assistant (Employment) II	11.54
Personnel Assistant (Employment) III	12.02
Personnel Assistant (Employment) IV	14.53
Production Control Clerk	13.43
Rental Clerk	12.09
Scheduler, Maintenance	12.09
Secretary I	12.09
Secretary II	12.60
Secretary III	15.24
Secretary IV	18.24
Secretary V	22.08
Service Order Dispatcher	10.66
Stenographer I	10.78
Stenographer II	12.11
Supply Technician	16.56
Survey Worker (Interviewer)	11.11
Switchboard Operator-Receptionist	11.18
Test Examiner	10.52
Test Proctor	12.60
Travel Clerk I	9.48

Travel Clerk II	10.06
Travel Clerk III	10.80
Word Processor I	9.88
Word Processor II	11.83
Word Processor III	13.23
Automatic Data Processing Occupations	
Computer Data Librarian	12.51
Computer Operator I	12.51
Computer Operator II	14.25
Computer Operator III	14.98
Computer Operator IV	16.59
Computer Operator V	18.37
Computer Programmer I (1)	14.98
Computer Programmer II (1)	18.63
Computer Programmer III (1)	21.90
Computer Programmer IV (1)	26.49
Computer Systems Analyst I (1)	21.53
Computer Systems Analyst II (1)	23.63
Computer Systems Analyst III (1)	25.46
Peripheral Equipment Operator	12.51
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	19.22
Automotive Glass Installer	17.87
Automotive Worker	17.87
Electrician, Automotive	18.45
Mobile Equipment Service	16.33
Motor Equipment Metal Mechanic	19.22
Motor Equipment Metal Worker	17.87
Motor Vehicle Mechanic	18.74
Motor Vehicle Mechanic Helper	15.57
Motor Vehicle Upholstery Worker	17.11
Motor Vehicle Wrecker	17.87
Painter, Automotive	18.45
Radiator Repair Specialist	17.87
Tire Repairer	15.78
Transmission Repair Specialist	19.22
Food Preparation and Service Occupations	
Baker	13.61
Cook I	12.49
Cook II	13.61
Dishwasher	10.24
Food Service Worker	10.24
Meat Cutter	13.61
Waiter/Waitress	10.74
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.45
Furniture Handler	14.79
Furniture Refinisher	14.31
Furniture Refinisher Helper	15.57
Furniture Repairer, Minor	17.11
Upholsterer	13.46
General Services and Support Occupations	
Cleaner, Vehicles	10.24
Elevator Operator	10.24
Gardener	12.49
House Keeping Aid I	9.73
House Keeping Aid II	10.24
Janitor	10.24
Laborer, Grounds Maintenance	10.74
Maid or Houseman	9.73
Pest Controller	13.00
Refuse Collector	11.27
Tractor Operator	11.87
Window Cleaner	10.74

Health Occupations	
Dental Assistant	11.60
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.05
Licensed Practical Nurse I	9.23
Licensed Practical Nurse II	10.37
Licensed Practical Nurse III	11.60
Medical Assistant	10.08
Medical Laboratory Technician	10.37
Medical Record Clerk	9.86
Medical Record Technician	13.54
Nursing Assistant I	7.10
Nursing Assistant II	7.98
Nursing Assistant III	8.71
Nursing Assistant IV	9.77
Pharmacy Technician	11.24
Phlebotomist	10.37
Registered Nurse I	14.36
Registered Nurse II	17.57
Registered Nurse II, Specialist	17.57
Registered Nurse III	21.26
Registered Nurse III, Anesthetist	21.26
Registered Nurse IV	25.48
Information and Arts Occupations	
Audiovisual Librarian	15.98
Exhibits Specialist I	14.69
Exhibits Specialist II	17.93
Exhibits Specialist III	18.81
Illustrator I	14.69
Illustrator II	17.93
Illustrator III	18.81
Librarian	19.47
Library Technician	11.11
Photographer I	12.99
Photographer II	14.69
Photographer III	17.93
Photographer IV	21.87
Photographer V	26.53
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	8.54
Counter Attendant	8.54
Dry Cleaner	11.11
Finisher, Flatwork, Machine	8.54
Presser, Hand	8.54
Presser, Machine, Drycleaning	8.54
Presser, Machine, Shirts	8.54
Presser, Machine, Wearing Apparel, Laundry	8.54
Sewing Machine Operator	11.96
Tailor	12.82
Washer, Machine	9.40
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.45
Tool and Die Maker	21.33
Material Handling and Packing Occupations	
Forklift Operator	13.43
Fuel Distribution System Operator	16.33
Material Coordinator	14.79
Material Expediter	13.11
Material Handling Laborer	11.29
Order Filler	13.11
Production Line Worker (Food Processing)	13.14
Shipping Packer	13.32
Shipping/Receiving Clerk	13.32
Stock Clerk (Shelf Stocker; Store Worker II)	14.60
Store Worker I	12.16

Tools and Parts Attendant	15.14
Warehouse Specialist	15.14
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.22
Aircraft Mechanic Helper	15.57
Aircraft Quality Control Inspector	19.99
Aircraft Servicer	17.11
Aircraft Worker	17.87
Appliance Mechanic	18.45
Bicycle Repairer	15.78
Cable Splicer	19.22
Carpenter, Maintenance	18.45
Carpet Layer	18.11
Electrician, Maintenance	21.90
Electronics Technician, Maintenance I	12.42
Electronics Technician, Maintenance II	18.34
Electronics Technician, Maintenance III	20.20
Fabric Worker	17.11
Fire Alarm System Mechanic	19.22
Fire Extinguisher Repairer	16.33
Fuel Distribution System Mechanic	19.22
General Maintenance Worker	17.87
Heating, Refrigeration and Air Conditioning Mechanic	19.22
Heavy Equipment Mechanic	19.22
Heavy Equipment Operator	21.36
Instrument Mechanic	19.22
Laborer	10.24
Locksmith	18.45
Machinery Maintenance Mechanic	19.04
Machinist, Maintenance	19.22
Maintenance Trades Helper	15.57
Millwright	19.22
Office Appliance Repairer	18.45
Painter, Aircraft	18.45
Painter, Maintenance	18.45
Pipefitter, Maintenance	19.22
Plumber, Maintenance	18.45
Pneudraulic Systems Mechanic	19.22
Rigger	19.22
Scale Mechanic	17.87
Sheet-Metal Worker, Maintenance	19.22
Small Engine Mechanic	17.87
Telecommunication Mechanic I	19.22
Telecommunication Mechanic II	22.74
Telephone Lineman	19.22
Welder, Combination, Maintenance	19.22
Well Driller	19.22
Woodcraft Worker	19.22
Woodworker	16.81
Miscellaneous Occupations	
Animal Caretaker	11.36
Carnival Equipment Operator	11.87
Carnival Equipment Repairer	12.49
Carnival Worker	10.24
Desk Clerk	12.74
Embalmer	16.57
Lifeguard	11.17
Park Attendant (Aide)	14.09
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.17
Recreation Specialist	13.62
Recycling Worker	13.06
Sales Clerk	11.17
Sport Official	11.17
Survey Party Chief (Chief of Party)	24.06

Surveying Aide	11.90
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.32
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Vending Machine Repairer	14.98
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Child Care Attendant	12.74
Child Care Center Clerk	17.75
Chore Aid	9.73
Homemaker	19.78
Plant and System Operation Occupations	
Boiler Tender	19.22
Sewage Plant Operator	19.16
Stationary Engineer	19.22
Ventilation Equipment Tender	15.55
Water Treatment Plant Operator	19.16
Protective Service Occupations	
Alarm Monitor	15.20
Corrections Officer	19.14
Court Security Officer	19.14
Detention Officer	19.14
Firefighter	18.02
Guard I	8.74
Guard II	14.71
Police Officer I	22.48
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	15.00
Hatch Tender	15.00
Line Handler	15.00
Stevedore I	14.37
Stevedore II	15.58
Technical Occupations	
Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
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Archeological Technician I	12.94
Archeological Technician II	14.47
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Cartographic Technician	20.62
Cashier	10.29
Civil Engineering Technician	19.77
Computer Based Training (CBT) Specialist/ Instructor	21.53
Drafter I	12.94
Drafter II	14.94
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Engineering Technician III	20.20
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Paralegal/Legal Assistant I	13.13
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Technical Writer	13.62
Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	16.57
Unexploded Ordnance (UXO) Technician II	20.05
Unexploded Ordnance (UXO) Technician III	24.02
Weather Observer, Combined Upper Air and Surface Programs (3)	14.98
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Bus Driver	15.32
Parking and Lot Attendant	11.11
Shuttle Bus Driver	14.26
Taxi Driver	12.92
Truckdriver, Heavy Truck	17.20
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REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form (SF 1444)}

Conformance Process:

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00-SQ-30-0046

Attachment No. 2
Data Sheets No. 1 and 2

Data Sheet No.1 - Pre-Machining Dimensions For Wicket Gate # _____

Item	Criteria	Actual Reading	
Upper Journal Diameter	Taken in two locations		
Intermediate Journal Diameter	Taken in three locations		
Lower Journal Diameter	Taken in two locations		
Distance from upper shaft shoulder face to the upper guide vane wear surface.	Dimension 33.135" on drawing no. 02-500-852		
Guide Vane Boss Diameter - Upper	Dimension 10.485" on drawing no. 02-500-852		
Guide Vane Boss Diameter - Lower			
Guide Vane Height	Dimension 19.980" on drawing no. 02-500-852		
	Wicket gate supported on the outer journals then rotated and checked at the centerline for all the following TIR readings.		
Upper Journal TIR - 0 Degrees			
45 Degrees			
90 Degrees			
135 Degrees			
180 Degrees			
225 Degrees			
270 Degrees			
315 Degrees			
Intermediate Journal TIR - 0 Degrees			
45 Degrees			
90 Degrees			
135 Degrees			
180 Degrees			
225 Degrees			
270 Degrees			
315 Degrees			
Lower Journal TIR - 0 Degrees			
45 Degrees			
90 Degrees			
135 Degrees			
180 Degrees			
225 Degrees			
270 Degrees			
315 Degrees			

Data Sheet No.2 - Post-Machining Dimensions For Wicket Gate # _____

Item	Criteria	Actual Reading
Upper Journal Diameter	7.998, +0.000, -0.002 inches	
Intermediate Journal Diameter	8.480, +0.000, -0.002 inches	
Lower Journal Diameter	8.480, +0.000, -0.002 inches	
Distance from upper shaft shoulder face to the upper guide vane wear surface.	33.135, +0.005, -0.000 inches	
Guide Vane Boss Diameter - Upper	10.485, +0.000, -0.003 inches	
Guide Vane Boss Diameter - Lower		
Guide Vane Height	Dimension to be given by Hoover Dam	
	Wicket gate supported on the outer journals then rotated and checked at the centerline for all the following TIR readings. TIR not to exceed 0.0005 inches.	
Upper Journal TIR - 0 Degrees		
45 Degrees		
90 Degrees		
135 Degrees		
180 Degrees		
225 Degrees		
270 Degrees		
315 Degrees		
Intermediate Journal TIR - 0 Degrees		
45 Degrees		
90 Degrees		
135 Degrees		
180 Degrees		
225 Degrees		
270 Degrees		
315 Degrees		
Lower Journal TIR - 0 Degrees		
45 Degrees		
90 Degrees		
135 Degrees		
180 Degrees		
225 Degrees		
270 Degrees		
315 Degrees		

00-SQ-30-0046

**Attachment No. 3
Specified Coatings, Table 1**

Table No. 1 - Metallic Polymer Filler, Undercoat

Belzona 1111, Super Metal; as manufactured by:

Belzona Inc.
2000 NW 88th Court
Miami, FL 33172
(305) 594-4994
Fax (305) 599-1140
Website: www.belzona.com

or equal, having the following salient characteristics:

COMPOSITION:

A two component paste grade system based on a silicon steel alloy blended with high molecular weight reactive polymers and oligomers. When cured, the material is durable yet fully machinable.

PHYSICAL CHARACTERISTICS:

Mixed properties at 68 degrees Fahrenheit

Peak Exotherm Temperature:

239-284 degrees Fahrenheit

Time to Peak Exotherm:

25-42 minutes

Slump Resistance:

nil at 0.5 inch

Mixed Density:

2.5 g/cm³

Cure Time for 1/4 inch thickness
at 68 degrees Fahrenheit:

Machining or light loading - 2 hours

Working Life:

15 minutes at 77 degrees Fahrenheit

Volume Capacity of a 1 kg. unit, mixed:

24.3 cu.ins.

PERFORMANCE REQUIREMENTS:

Adhesion

Cleavage, mild steel: ASTM D1062(1996e1):

1400 lbs./in.

Tensile Shear, mild steel: ASTM D1002(1999)

degreased & grit blasted to a 3-4 mil profile: 2,700 psi

Attachment No. 4
Specified Coatings, Table 2

Table No. 2 - Metallic Polymer Coating, Topcoat

Belzona 1321, Ceramic S-Metal, gray; as manufactured by:

Belzona Inc.
2000 NW 88th Court
Miami, FL 33172
(305) 594-4994
Fax (305) 599-1140
Website: www.belzona.com

or equal, having the following salient characteristics:

COMPOSITION:

A two-component, non-machinable grade material based on a silicon-steel alloy blended within high molecular weight reactive polymers and oligomers. The system is designed for resurfacing metals and offers protection against the effects of erosion corrosion in fluid flow systems.

PHYSICAL CHARACTERISTICS:

Mixed properties

Peak Exotherm Temperature:	158 185 degrees Fahrenheit
Time to Peak Exotherm:	53-63 minutes
Slump Resistance:	nil at 25 inch
Mixed Density:	2.35 2.45 g/cm ³
Cure Time at 68 degrees Fahrenheit:	Movement - 4 hours, immersion 1.5 days
Working Life:	30 minutes at 77 degrees Fahrenheit
Volume Capacity of a 1 kg. unit, mixed:	25.7 cu.ins.
Coverage Rate of 1 kg. unit applied at a thickness of 10-15 mils.:	11 sq. ft.

PERFORMANCE REQUIREMENTS:

Tensile Shear, mild steel: ASTM D1002(1999), degreased & grit blasted to a 3-4 mil profile:	2,900 psi
Flexural Strength: ASTM D790(1999):	10,000 psi
Hardness: ASTM D2240(1997e1)	80 Shore D
Impact Strength:	0.93 ft. lb./in.
Shrinkage:	0.0% min. - 0.005% max.
Applied Thickness:	10-15 mils
Corrosion Resistance: ASTM B117(1973):	No visible sign of corrosion after 5,000 hours exposure in salt spray cabinet

Attachment No. 5
Specified Coatings, Table 3

Table No. 3 - Multi-Purpose Epoxy Coating

Devoe, Bar-Rust 235, off-white; as manufactured by:

Devoe Coatings Company
P.O. Box 7600
Louisville, KY 40207
(502) 897-9861
Website: www.devoecoatings.com

or equal, having the following salient characteristics:

COMPOSITION:

A high performance, multi-purpose, surface tolerant, two-component chemically-cured epoxy semi-gloss coating.

PHYSICAL CHARACTERISTICS:

Solids by Volume: ASTM D2697(1998) (7day):	68%
VOC (EPA 24)	2.40 lbs./gal.
Minimum Dry Time: ASTM D1640(1999): At 5 mils DFT, 60 degrees Fahrenheit	Recoat - 6 hrs., Hard Dry - 9 hrs.
Coverage at 1.0 mil dry:	1091 sq. ft./gal.
Required film thickness:	4.0-8.0 mils dry

PERFORMANCE REQUIREMENTS:

Hardness:	3H
Adhesion: ASTM D4541(1995e1):	Excellent
Water Immersion Resistance: ASTM D1308-87(1998):	Excellent
Direct Impact Resistance: ASTM D2794-93(1999e1):	Very Good

Attachment No. 6
Drawing No. 02-500-852

[This Attachment is not available online.
Please contact the issuing office at (702) 293-8779,
e-mail: rhyche@lc.usbr.gov, or fax No. (702) 293-8499 to
request a copy be sent to you.]

PART V - SOLICITATION PROVISIONS
(This Part will be removed from the contract document)

1. 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (MAR 2000)

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show----

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of

offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW., Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet Site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

2. Addendum to 52.212-1 Instructions to Offerors--Commercial Items (Nov 1999)

(A) Period for Acceptance of Offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers.

(B) Contract Award. Paragraph (h) to 52.212-1 is not applicable to this acquisition. There will not be multiple awards made on this acquisition. Offerors should complete the schedule of prices in its entirety. Offerors not providing prices for all items will be considered unacceptable and shall not be considered for award.

(C) 52.233-2 Service of Protest (Aug 1996) Department of Interior (Jul 1996) (Deviation)

(a) Protests as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Contracting Officer, Bureau of Reclamation, P.O. Box 61470, Boulder City NV 89006-1470.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

(D) WBR 1452.233-80 Agency Procurement Protests -- Bureau of Reclamation (Sep 1997)

(a) Executive Order 12979, Agency Procurement Protests, establishes policy on agency procurement protests. This policy is implemented at section 33.103 of the Federal Acquisition

Regulation. For solicitations issued by the Bureau of Reclamation, an interested party may request independent review of its protest by the Bureau Procurement Chief.

(b) This independent review is available as an alternative to consideration by the contracting officer or as an appeal of the contracting officer’s decision on a protest. An interested party may:

- (1) Protest to the contracting officer;
- (2) Protest directly to the Bureau Procurement Chief, without first protesting to the contracting officer; or
- (3) Appeal a contracting officer’s decision to the Bureau Procurement Chief.

(c) An appeal of the contracting officer’s decision must be received by the Bureau Procurement Chief (Bureau of Reclamation, Denver Federal Center, Bldg. 67, P.O. Box 25007 (D-7800), Denver, CO 80225-25007) no later than 3 days after receipt of that decision by the interested party. The Bureau Procurement Chief shall render a decision no later than 5 days after receipt of an appeal.

(d) If there is an appellate review of the contracting officer’s decision by the Bureau Procurement Chief, it will not extend the General Accounting Officer’s timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

(E) WBR 1452.215-81 General Proposal Instructions--Bureau of Reclamation (Jul 1997)

(a) General contents. Each proposal shall: be specific and complete in every detail; conform to all solicitation provisions, clauses, or other requirements; be logically assembled, practical, legible, clear, concise, coherent; and contain appropriately numbered pages of each volume or part.

(b) Arrangement of Proposal. The proposal shall consist of 2 physically separated volumes. The required number of copies for each volume are shown below:

Volume	Title	Copies Required
I	Technical Proposal	2
II	Pricing/Cost Proposal	1

(c) Separation of volumes. All copies of each proposal volume (i.e., all copies of Volume I) are to be packaged individually and clearly marked to identify contents. The exterior of each package containing proposals shall be marked with the solicitation number, and the time and date for submission of proposals, in order to prevent mishandling.

VOLUME ONE shall contain:

(1) Offeror's Experience in the Refurbishment of Wicket Gate Information.

Evidence shall be furnished of the offeror's experience in the refurbishment of wicket gates. Provide a list of firms, their addresses, telephone numbers, contact names, and the wicket gate type and size that you have refurbished for those firms within the last 3 years.

(2) Offeror's Experience in Similar Work.

Evidence shall be furnished of the offeror's experience in similar work using like materials, techniques, and holding the required tolerances. Provide a list of firms, their addresses, telephone numbers, contact names, and the items type and size of the similar work for those firms within the last 3 years.

(3) Past Performance Information -

(a) Reference - Provide a list of relevant past performance references from the last three years of projects similar in size and scope to this requirement. Your listing must include: customer's name, address and name/phone number of contact; dollar amount of contract; contract number; dates of performance; and a brief description of the project.

NOTE: In addition to the past performance information submitted with your proposal, Reclamation may gather additional information from other sources, both inside and outside of the Government.

(4) Delivery.

A completed paragraph 2.2.(A) 52.211-8 Time of Delivery. If the offeror intends to propose an earlier delivery schedule, complete the table entitled "Offeror's Proposed Delivery Schedule" and submit with your offer. If the offeror intends to provide the items based on the Government's required delivery schedule, the table entitled "Offeror's Proposed Delivery Schedule" does not need to be completed. However, whether or not you propose to offer a delivery schedule earlier than required, the completed paragraph 2.2.(A), must be submitted. Failure to do so, may result in a lower evaluation score.

VOLUME TWO shall contain:

(1) A fully executed copy of Standard Form 1449 "Solicitation/Contract/Order for Commercial Items";

(2) All prices entered on the SF-1449 Block 23 and 24.

(3) A fully executed and completed copy of the provision entitled "52.212-3 Offeror Representations and Certifications--Commercial Items".

(F) WBR 1452.222-901 Non-Discrimination Notice to U.S. Department of the Interior Contractors, Subcontractors, and Lessors--Bureau of Reclamation--Lower Colorado Region (Dec 1999)

Based upon law, Executive Order, or internal policy, the Department of the Interior prohibits discrimination in the workplace, including sexual harassment, based on race, color, national origin, sex, religion, disability, age, or sexual orientation. The Department urges its contractors, subcontractors, and lessors to develop and enforce comprehensive anti-discrimination policies for their places of work.

3. 52.212-2 Evaluation--Commercial Items (Jan 1999)

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

- (1) Offeror's Experience Refurbishing Wicket Gates
- (2) Offeror's Experience in Similar Work
- (3) Past Performance
- (4) Delivery
- (5) Price

An Evaluation Committee will evaluate the proposals according to the criteria listed in this provision. Non-price evaluation factors (1) through (4) above, when combined, comprise 70% of the total evaluation weight. Evaluation factor (5) above, Price, comprises 30% of the total evaluation weight.

(b) Relative Weight of Evaluation Factors.

(1) Offeror's Experience Refurbishing Wicket Gates. This evaluation factor will comprise 30% of the total evaluation weight.

The offeror's previous experience is of considerable importance and all aspects of this item will be evaluated. See provision WBR 1452.215-81, General Proposal Instructions, for specific information to be provided with the offer regarding evaluation of this factor.

(2) Offeror's Experience in Similar Work. This evaluation factor will comprise 20% of the total evaluation weight.

The offeror's previous experience is of considerable importance and all aspects of this item will be evaluated. See provision WBR 1452.215-81 General Proposal Instructions, for specific information to be provided with the offer regarding evaluation this factor.

(3) Past Performance. This evaluation factor will comprise 10% of the total evaluation weight.

See provision WBR 1452.215-81, General Proposal Instructions, for specific information to be provided with the offer regarding evaluation of this factor.

(4) Delivery. This evaluation factor will comprise 10% of the total evaluation weight.

The offeror who submits the earliest delivery schedule shall receive full evaluation weight for this factor. Ratings for other offerors will be prorated accordingly. Offers that propose delivery that will not clearly fall within the applicable required delivery period will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required. If the offeror proposes no other delivery schedule, the required delivery schedule will apply. Offers placing conditions of delivery (e.g. award of contract by a specific date, etc.) will not be considered for award. See provision WBR 1452.215-81, General Proposal Instructions, for specific information to be provided with the offer regarding evaluation of this factor.

(5) Price. This evaluation factor will comprise 30% of the total evaluation weight.

(c) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(d) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

4. Addendum to 52.212-2 Evaluation--Commercial Items (Jan 1999)

(A) Options. Paragraph (c) to 52.212-2 is not applicable to this acquisition. There are no options included in this acquisition.

5. 52.212-3 Offeror Representations and Certifications--Commercial Items (Feb 2000) Alternate II (Oct 1998)

(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 standard industrial classification code designated.

"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.

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

(1) 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

(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 its stock 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 is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. 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) 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.

(3) 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)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). *[Complete only if the offeror is a woman-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.

(5) 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:

(6) 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):

U	Number of Employees	U	Average Annual 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

(7) (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 **9** is, **9** 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 **9** has, **9** 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:

_____.]

(iii) Address. The offeror represents that its address [] is, [] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(d) Representations required to implement provisions of Executive Order 11246--

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

(i) It **9** has, **9** has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It **9** has, **9** has not, filed all required compliance reports.

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

(i) It **9** has developed and has on file, **9** 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 parts 60-1 and 60-2), or

(ii) It **9** 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--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--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 as defined in the clause of this solicitation entitled “Buy American Act--Balance of Payments Program--Supplies” 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.

(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--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, 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 as defined in the clause of this solicitation entitled “Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program” and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program”:

NAFTA 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--North American Free Trade Agreement--Israeli Trade Act--Balance of

Payments Program.” 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--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). 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--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program”:

Canadian End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
(List as necessary)	

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). 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--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program”:

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 NAFTA 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 NAFTA 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 or the Balance of Payments Program. 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 **9** are, **9** are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) **9** Have, **9** 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 invasion, or receiving stolen property; and 9 are, 9 are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

WBR 1452.211-6 Brand Name or Equal (Aug 1999) (Deviation)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by--

- (i) Brand name, if any; and
- (ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(e) The information for an "equal" product required by paragraphs (b) and (c) to be submitted in the bid may be furnished after contract award for metallic polymer filler, undercoat, metallic polymer coating, topcoat and multi-purpose epoxy coating.