

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W16ROE-2294-8184		PAGE 1 OF 50	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DACW51-03-T-0004		6. SOLICITATION ISSUE DATE 18-Nov-2002
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SHAUKAT M SYED			b. TELEPHONE NUMBER (No Collect Calls) 212-264-6707	8. OFFER DUE DATE/LOCAL TIME 02:00 PM 29 Nov 2002	
9. ISSUED BY USA ENGINEER DISTRICT, NEW YORK ATTN: CENAN-CT ROOM 1843 26 FEDERAL PLAZA (DACW51) NEW YORK NY 10278-0090 TEL: FAX: (212)264-3013		CODE DACW51	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 3732 SIZE STANDARD:6.0 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS
15. DELIVER TO OPS-CP-PLANT MAINT. USACOE-NYD 3 CHAPEL AVE PORT LIBERTE JERSEY CITY NJ 07305 TEL: FAX:		CODE E3R0320	16. ADMINISTERED BY				
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY				
TEL:		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER	34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)				
			42b. RECEIVED AT (Location)				
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	REPAIR HAYWARD SHAFTS DEFINITE WORK	1	Lump Sum		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	STRAIGHTEN SHAFT	2	Each		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	SHAFT END REPAIR	4	Each		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	CLADING SHAFT	30	Linear Foot		

FOB: Destination

STATEMENT OF WORKREHABILITATION OF DRIFT COLLECTION VESSEL
HAYWARD PROPELLER SHAFTS – October 29, 2002Definite WorkslopeI. GENERAL

Physical Description of Propeller Shafts (Each):

Length: 22'-11"

Diameter: 6-1/2 inches

Sleeves: Two (2)

Sleeve Diameters: 7-3/8 inches

Sleeve Lengths: 31 inches and 42 inches

Keyways: Two (2)

Other Features: Tapered with threaded shanks at both end

Materials: Shaft: 316 Stainless Steel

Sleeves: Ceramaloy C-120

Certification: American Bureau of Shipping

Number of Shafts covered by these specifications: Two (2)

All work required under these specifications shall be performed by a machine shop certified for propeller shaft rehabilitation, repair and cladding by the American Bureau of Shipping (ABS).

All contract work under these specifications shall be performed under the inspection of the American Bureau of Shipping. The contractor shall assume the responsibility of coordinating his/her contract work with the inspection activities and surveyor schedules of the American Bureau of Shipping.

The contractor shall pay for all inspection and quality assurance services required by the American Bureau of Shipping and for any costs and/or fees associated therewith.

The contractor shall pick up from Caven Point Terminal, Jersey City, NJ and deliver the shafts to the machine shop or any other facility to be used in connection with the work of these specifications. The contractor shall keep safe and secure the shafts with all their attachments such as propeller and coupling nuts, keys, key screws and cotter pins if included with the shafts. At the end of contract work, the contractor shall deliver the completed shafts with all their attachments back to Caven Point Terminal.

II. INSPECTION AND TESTING PROCEDURES

A. The contractor shall set each of the shafts on a lathe and check their straightness. The shaft shall have a straightness of 0.03 inches maximum runout from the shaft's centerline over its entire length. The results of this test including actual runout readings shall be reported to the Contracting Officer and to the American Bureau of Shipping on-site surveyor. The American Bureau of Shipping on-site surveyor shall have the final say as to the straightness of the shafts.

B. The contractor shall remove all the shaft sleeves (two (2) per shaft).

C. The contractor shall carefully perform a visual inspection of all the surface areas of the shafts including but not limited to the areas under the sleeves, the forward end and after end tapers, the keyways and the threads. The results

of this inspection shall be reported to the Contracting Officer's representative and to the American Bureau of Shipping on-site surveyor.

D. The contractor shall chase the threads on each shaft with a die.

E. The contractor shall dye penetrant test all the forward end and after end tapers and keyways on each shaft. The results of this test shall be reported to the Contracting Officer and to the American Bureau of Shipping on-site surveyor.

F. The contractor shall **again** dye penetrant, magnetic flux or otherwise test any irregularities **in any locations** on the shafts revealed by the procedures, (A) through (E) above, at the direction of the Contracting Officer's representative or the American Bureau of Shipping on-site surveyor at the contractor's expense. The results of any such retests shall be reported to the Contracting Officer and to the American Bureau of Shipping on-site surveyor.

G. Condemnation of any shaft by the American Bureau of Shipping on-site surveyor shall be immediately reported to the Contracting Officer's representative. The contractor shall stop work upon any condemned shaft and set aside the shaft for delivery by the contractor with the other, rehabilitated, shaft back to Caven Point Terminal. Condemned shafts are the property of the Government.

III. REPAIR PROCEDURES

A. The contractor shall **clean the surfaces** of the shafts using emery cloth or a machine bit and using a lathe to turn the shafts while cleaning them.

B. The contractor shall **furnish and install new** 316 Stainless Steel keys, key screws and cotter pins. Keys shall be firmly but not tightly screwed into their respective keyways and shall be match-marked with their respective keyways in a manner acceptable to the Contracting Officer's representative and the American Bureau of Shipping on-site surveyor.

C. The contractor shall **furnish and shrink fit new** sleeves on the shafts as follows:

The new sleeves shall be located upon the shafts in accordance with General Ship and Engine Works Drawing Number 1-00012 Sheet #1, which will be provided the contractor at the start of contract work. The sleeves may be re-located upon the shafts as desired by the Contracting Officer's representative or by the American Bureau of Shipping on-site surveyor. The sleeve material for all sleeves shall be "Ceramaloy C-120 Marine Shaft Sleeves" consisting of a carbon steel base with a hard coating on the outside diameter and with stainless steel overlay on the end faces for salt water protection. The outside coatings shall have a Rockwell hardness of 58/60 Rc.

The sleeves shall be bored, honed or ground to have an interference fit of 0.0030 inches minimum and 0.0050 inches maximum in their respective locations upon the shafts. The inside wall straightness of the sleeves shall not vary by more than 0.001 inches along the long axis of the sleeve. The sleeve sizes shall be 7-3/8 inches outside diameter, 6-1/2 inches inside diameter and 42 inches long for the forward end sleeves and 31 inches long for the after end sleeves. Finished sleeve outside diameter tolerances shall be plus 0.000 inches and minus 0.003 inches.

Prior to installing the shaft sleeves the contractor shall measure the final bore sizes of the sleeves and the shaft diameters at the respective sleeve locations in order to conform to the above clearances with the shafts and sleeves at not more than two (2) degrees Fahrenheit apart in temperature. The contractor shall heat the sleeves to not more than 600 degrees Fahrenheit in order to install them upon the shafts. The contractor shall be permitted to use either vertical or horizontal installation of the sleeves.

Indefinite Workslope

IV. SHAFT STRAIGHTENING

A. When directed by the Contracting Officer's representative, the contractor shall straighten the shafts in order to correct any deviation from straightness as reported by the contractor in connection with his/her examination of the shafts specified in IIA above. Methods of straightening and tolerances therefore shall be such standards as are acceptable to both the Contracting Officer's representative and the American Bureau of Shipping and its on-site surveyor.

B. Bidders shall quote a unit price per shaft for shaft straightening. For bid comparison purposes it will be assumed that two (2) shafts will be straightened.

V. SHAFT END REPAIR

A. When directed by the Contracting Officer's representative, the contractor shall **repair** any cracks or other irregularities discovered by his/her examination in IIC and IIE above (on page 2) in the **tapers, shaft shanks, threads and keyways** (the shaft ends) by means of flame gouging, welding and re-machining these areas, as deeply as needed, using materials and procedures approved beforehand by the Contracting Officer's representative and the American Bureau of Shipping and its on-site surveyor.

B. Bidders shall quote a unit price per location (shaft end) for shaft end repair. For bid comparison purposes it will be assumed that four (4) shaft ends will be repaired.

VI. CLADDING

A. When directed by the Contracting Officer's representative, the contractor, as a result of his/her examination of the shafts in IIC above (on page 2) shall clad the shafts using hot metal deposition and re-machining methods acceptable to both the Contracting Officer's representative and the American Bureau of Shipping and its on-site surveyor.

B. Bidders shall quote a unit price per foot of shaft length clad. For bid comparison purposes it will be assumed that up to thirty (30) linear feet of shaft length (on either or both shafts) will be clad. A minimum payment under this provision for any single location of cladding directed shall be for one (1) linear foot of shaft length clad.

CONTINUATION SHEET

POC: SHAUKAT SYED TEL: 212-264-6707

CONTRACTOR MUST CONTACT THE ORIGINATOR OF THE REQUEST FOR ADDITIONAL TECHNIAL CLARIFICATION OF THIS CONTRACT.

POC: WALTER MICLO – U.S. ARMY CORPS OF ENGINEERS,
CAVEN POINT TERMINAL
TELE: 212-264-0170

1. THIS PROCUREMENT IS RESERVED FOR SMALL BUSINESS. HOWEVER, IF THE GOVERNMENT DETERMINES THAT QUOTES FROM SMALL BUSINESS ARE NON-RESPONSIBLE OR NOT AT A FAIR AND REASONABLE PRICE, QUOTES FROM LARGE BUSINESS MAY BE CONSIDERED.

2. THIS SIC CODE IS 3732, NAICS CODE IS 488390 WITH SMALL BUSINESS SIZE STANDARD OF \$6.0 MILLION

3. BASED UPON ITEM 2 ABOVE THE QUOTER MUST COMPLETE THE FOLLOWING:

4. QUOTER IS A LARGE BUSINESS(LB): _____

SMALL BUSINESS: (SB) _____

SMALL DISADVANTAGED BUSINESS (SDB) _____

MINORITY INSTITUTION _____

WOMAN-OWNED BUSINESS _____

HUBZONE REPRESENTATION _____

VETERAN-OWNED SMALL BUSINESS _____

CAGE CODE # _____

SERVICE DISABLED VETERAN _____

OTHER VETERAN _____

EMERGING SMALL BUSINESS _____

REMITTANCE ADDRESS: _____

FEDERAL TAX I.D. # _____

DUN & BRADSTREET # _____

ETHNIC GROUP

Native American _____

Asian-Pacific American _____

Black American _____

Hispanic American _____

Other SDB Certified _____ Other _____

I AM CCR REGISTEIRD _____(YES) _____(NO)
(Award may not be made to firms that are not CCR Registered)

IF YOU DON'T HAVE A DUNS NUMBER YOU CAN ACQUIRE ONE AT NO CHARGE
@ 1-800-333-0505.

VENDORS USING EDI ARE REMINDED THAT THEY ENSURE THAT THEIR QUOTES ARE SUBMITTED THROUGH THEIR RESPECTIVE NETWORKS IN A TIMELY FASHION. THE QUOTES MUST BE RECEIVED BY THE GOVERNMENT PRIOR TO THE TIME SET FOR CLOSING.

NOTE: VENDORS ARE REQUIRED TO BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) IN ACCORDANCE WITH DFAR 52.204-7004. WEB-SITE <http://www.ccr.gov> or <http://ccr.edi.disa.mil>. for registration. **VENDORS MUST BE CCR IN ORDER TO BE CONSIDERED FOR A CONTRACT WITH THE GOVERNMENT.**

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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.

(d) 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.

(e) 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 _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS 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) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(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 East 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.customerservice@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.

(End of provision)

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:

(i) Technical capability of the item offered to meet the Government requirement; (ii) price; and (iii) past performance

Technical and past performance, when combined, are **equally important as price**.

(b) 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).

(c) 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.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock 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 the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

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

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

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

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

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

___ Over 1,000 ___ Over \$17 million

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

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

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

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

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

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

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

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

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product 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 Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" 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":

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." 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) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). 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":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). 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":

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. 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). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

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

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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

(1) Listed end products.

Listed End Product

 Listed Countries of Origin

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

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

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(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 may assign its rights to receive payment due as a result of performance of this contract 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). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(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 or any excusable delay,

setting for 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 by 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 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 whistleblower 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.

(End of clause)

52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(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 Chief, Contracting Division, 26 Federal Plaza, New York, NY 10278

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

(End of provision)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the

Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

WAGE RATES

WAGE DETERMINATION NO: 94-2375 REV (21) AREA: NY,NEW YORK CITY
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 | WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2375
Director	Wage Determinations	Revision No.: 21
		Date Of Last Revision: 05/29/2002

State: New York
 Area: New York Counties of Bronx, Kings, New York, Putnam, Queens, Richmond, Rockland, **Westchester**

OCCUPATION NOTES:

Janitor: The rate for the Janitor occupation applies to Putnam, Rockland, and Westchester Counties only. See Wage Determination 1977-0225 for wage rates and fringe benefits for Bronx, Kings, New York, Queens, and Richmond Counties.

Refuse Collector: The rate for the Refuse Collector applies to Rockland County ONLY. See Wage Determination 1999-0321 for wage rates and fringe benefits for Bronx, Kings, New York, Putnam, Queens, Richmond, and **Westchester** Counties.

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	11.75
Accounting Clerk II	14.66
Accounting Clerk III	16.28
Accounting Clerk IV	17.71
Court Reporter	17.00
Dispatcher, Motor Vehicle	18.97
Document Preparation Clerk	15.15
Duplicating Machine Operator	13.77
Film/Tape Librarian	15.22
General Clerk I	11.97
General Clerk II	12.11
General Clerk III	15.15
General Clerk IV	16.48
Housing Referral Assistant	19.03
Key Entry Operator I	12.23
Key Entry Operator II	13.02
Messenger (Courier)	11.97
Order Clerk I	14.05
Order Clerk II	18.55
Personnel Assistant (Employment) I	12.97
Personnel Assistant (Employment) II	15.05

Personnel Assistant (Employment) III	17.00
Personnel Assistant (Employment) IV	18.38
Production Control Clerk	18.38
Rental Clerk	15.92
Scheduler, Maintenance	15.54
Secretary I	16.14
Secretary II	19.18
Secretary III	19.92
Secretary IV	22.47
Secretary V	26.34
Service Order Dispatcher	17.47
Stenographer I	17.12
Stenographer II	19.29
Supply Technician	21.39
Survey Worker (Interviewer)	15.33
Switchboard Operator-Receptionist	14.26
Test Examiner	17.53
Test Proctor	17.53
Travel Clerk I	14.09
Travel Clerk II	15.27
Travel Clerk III	16.58
Word Processor I	13.85
Word Processor II	14.73
Word Processor III	18.12
Automatic Data Processing Occupations	
Computer Data Librarian	15.22
Computer Operator I	14.50
Computer Operator II	16.46
Computer Operator III	20.14
Computer Operator IV	25.25
Computer Operator V	25.60
Computer Programmer I (1)	21.55
Computer Programmer II (1)	26.30
Computer Programmer III (1)	27.62
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	27.62
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	15.05
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	22.26
Automotive Glass Installer	22.63
Automotive Worker	22.63
Electrician, Automotive	23.56
Mobile Equipment Servicer	20.74
Motor Equipment Metal Mechanic	24.55
Motor Equipment Metal Worker	21.50
Motor Vehicle Mechanic	24.48
Motor Vehicle Mechanic Helper	19.79
Motor Vehicle Upholstery Worker	21.74
Motor Vehicle Wrecker	22.63
Painter, Automotive	23.56
Radiator Repair Specialist	22.63

Tire Repairer	18.22
Transmission Repair Specialist	24.55
Food Preparation and Service Occupations	
Baker	19.55
Cook I	17.97
Cook II	19.55
Dishwasher	14.67
Food Service Worker	14.67
Meat Cutter	19.55
Waiter/Waitress	15.50
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	20.13
Furniture Handler	15.30
Furniture Refinisher	20.13
Furniture Refinisher Helper	16.90
Furniture Repairer, Minor	18.51
Upholsterer	20.13
General Services and Support Occupations	
Cleaner, Vehicles	14.67
Elevator Operator	14.67
Gardener	17.97
House Keeping Aid I	13.98
House Keeping Aid II	14.82
Janitor	14.67
Laborer, Grounds Maintenance	15.50
Maid or Houseman	13.98
Pest Controller	18.75
Refuse Collector	14.67
Tractor Operator	17.13
Window Cleaner	15.50
Health Occupations	
Dental Assistant	11.48
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.10
Licensed Practical Nurse I	14.35
Licensed Practical Nurse II	16.13
Licensed Practical Nurse III	18.12
Medical Assistant	12.82
Medical Laboratory Technician	12.98
Medical Record Clerk	12.98
Medical Record Technician	15.28
Nursing Assistant I	7.45
Nursing Assistant II	11.54
Nursing Assistant III	12.59
Nursing Assistant IV	15.45
Pharmacy Technician	12.79
Phlebotomist	11.50
Registered Nurse I	23.88
Registered Nurse II	27.99
Registered Nurse II, Specialist	27.99
Registered Nurse III	32.04
Registered Nurse III, Anesthetist	32.04
Registered Nurse IV	35.02
Information and Arts Occupations	

Audiovisual Librarian	21.88
Exhibits Specialist I	19.03
Exhibits Specialist II	20.21
Exhibits Specialist III	22.80
Illustrator I	16.55
Illustrator II	17.57
Illustrator III	19.83
Librarian	27.98
Library Technician	15.33
Photographer I	16.13
Photographer II	19.29
Photographer III	20.48
Photographer IV	23.12
Photographer V	27.96
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	8.69
Counter Attendant	8.69
Dry Cleaner	10.68
Finisher, Flatwork, Machine	8.69
Presser, Hand	8.69
Presser, Machine, Drycleaning	8.69
Presser, Machine, Shirts	8.69
Presser, Machine, Wearing Apparel, Laundry	8.69
Sewing Machine Operator	11.40
Tailor	13.57
Washer, Machine	9.60
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	20.13
Tool and Die Maker	23.35
Material Handling and Packing Occupations	
Forklift Operator	16.24
Fuel Distribution System Operator	19.50
Material Coordinator	17.89
Material Expediter	17.89
Material Handling Laborer	15.80
Order Filler	14.16
Production Line Worker (Food Processing)	16.25
Shipping Packer	13.34
Shipping/Receiving Clerk	12.89
Stock Clerk (Shelf Stocker; Store Worker II)	14.24
Store Worker I	11.47
Tools and Parts Attendant	16.40
Warehouse Specialist	14.91
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	24.07
Aircraft Mechanic Helper	19.44
Aircraft Quality Control Inspector	25.00
Aircraft Servicer	21.29
Aircraft Worker	22.20
Appliance Mechanic	20.13
Bicycle Repairer	17.13
Cable Splicer	26.48
Carpenter, Maintenance	25.47

Carpet Layer	21.23
Electrician, Maintenance	25.75
Electronics Technician, Maintenance I	18.56
Electronics Technician, Maintenance II	25.47
Electronics Technician, Maintenance III	27.18
Fabric Worker	19.35
Fire Alarm System Mechanic	21.67
Fire Extinguisher Repairer	18.35
Fuel Distribution System Mechanic	23.02
General Maintenance Worker	18.98
Heating, Refrigeration and Air Conditioning Mechanic	20.93
Heavy Equipment Mechanic	21.10
Heavy Equipment Operator	26.48
Instrument Mechanic	24.07
Laborer	15.04
Locksmith	20.31
Machinery Maintenance Mechanic	23.45
Machinist, Maintenance	20.81
Maintenance Trades Helper	16.90
Millwright	20.93
Office Appliance Repairer	20.86
Painter, Aircraft	20.13
Painter, Maintenance	23.15
Pipefitter, Maintenance	29.73
Plumber, Maintenance	23.15
Pneudraulic Systems Mechanic	21.67
Rigger	20.93
Scale Mechanic	19.99
Sheet-Metal Worker, Maintenance	26.90
Small Engine Mechanic	19.30
Telecommunication Mechanic I	24.07
Telecommunication Mechanic II	28.03
Telephone Lineman	24.07
Welder, Combination, Maintenance	20.93
Well Driller	23.02
Woodcraft Worker	20.93
Woodworker	17.73
Miscellaneous Occupations	
Animal Caretaker	16.32
Carnival Equipment Operator	17.13
Carnival Equipment Repairer	17.97
Carnival Worker	14.67
Cashier	10.95
Desk Clerk	14.76
Embalmer	19.02
Lifeguard	11.94
Mortician	19.02
Park Attendant (Aide)	15.01
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	12.85
Recreation Specialist	18.61
Recycling Worker	17.13
Sales Clerk	11.94
School Crossing Guard (Crosswalk Attendant)	14.67

Sport Official	11.94
Survey Party Chief (Chief of Party)	17.62
Surveying Aide	11.53
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.80
Swimming Pool Operator	19.55
Vending Machine Attendant	14.42
Vending Machine Repairer	17.64
Vending Machine Repairer Helper	14.25
Personal Needs Occupations	
Child Care Attendant	13.42
Child Care Center Clerk	16.74
Chore Aid	12.67
Homemaker	18.59
Plant and System Operation Occupations	
Boiler Tender	24.88
Sewage Plant Operator	22.14
Stationary Engineer	22.62
Ventilation Equipment Tender	17.51
Water Treatment Plant Operator	20.13
Protective Service Occupations	
Alarm Monitor	14.87
Corrections Officer	22.50
Court Security Officer	23.99
Detention Officer	23.64
Firefighter	23.99
Guard I	10.59
Guard II	17.08
Police Officer	25.48
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	18.56
Hatch Tender	18.56
Line Handler	18.56
Stevedore I	16.18
Stevedore II	17.60
Technical Occupations	
Air Traffic Control Specialist, Center (2)	29.93
Air Traffic Control Specialist, Station (2)	20.64
Air Traffic Control Specialist, Terminal (2)	22.73
Archeological Technician I	15.32
Archeological Technician II	17.14
Archeological Technician III	21.22
Cartographic Technician	20.10
Civil Engineering Technician	22.23
Computer Based Training (CBT) Specialist/ Instructor	25.36
Drafter I	15.19
Drafter II	16.70
Drafter III	19.98
Drafter IV	21.31
Engineering Technician I	14.01
Engineering Technician II	16.16
Engineering Technician III	19.83
Engineering Technician IV	21.01
Engineering Technician V	23.72

Engineering Technician VI	25.84
Environmental Technician	22.90
Flight Simulator/Instructor (Pilot)	27.63
Graphic Artist	27.28
Instructor	24.38
Laboratory Technician	19.60
Mathematical Technician	22.26
Paralegal/Legal Assistant I	18.69
Paralegal/Legal Assistant II	24.26
Paralegal/Legal Assistant III	29.71
Paralegal/Legal Assistant IV	35.91
Photooptics Technician	23.55
Technical Writer	28.90
Unexploded (UXO) Safety Escort	19.02
Unexploded (UXO) Sweep Personnel	19.02
Unexploded Ordnance (UXO) Technician I	19.02
Unexploded Ordnance (UXO) Technician II	23.01
Unexploded Ordnance (UXO) Technician III	27.58
Weather Observer, Combined Upper Air and Surface Programs (3)	22.06
Weather Observer, Senior (3)	24.50
Weather Observer, Upper Air (3)	22.06
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	16.09
Parking and Lot Attendant	10.97
Shuttle Bus Driver	14.76
Taxi Driver	14.83
Truckdriver, Heavy Truck	22.18
Truckdriver, Light Truck	15.89
Truckdriver, Medium Truck	17.37
Truckdriver, Tractor-Trailer	22.18

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the

actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(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.

WAGE DETERMINATION NO: 94-2301 REV (20) AREA: MS,PASCAGOULA
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 | WASHINGTON D.C. 20210

William W.Gross | Division of | Wage Determination No.: 1994-2301
 Director | Wage Determinations | Revision No.: 20
 | | Date Of Last Revision: 05/28/2002

State: **Mississippi**
 Area: **Mississippi** Counties of George, Hancock, Harrison, **Jackson**, Pearl River, Stone

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.05
Accounting Clerk II	11.36
Accounting Clerk III	13.71
Accounting Clerk IV	16.77
Court Reporter	12.10
Dispatcher, Motor Vehicle	11.20
Document Preparation Clerk	9.26
Duplicating Machine Operator	9.26
Film/Tape Librarian	8.80
General Clerk I	7.45
General Clerk II	8.36
General Clerk III	9.19
General Clerk IV	13.67
Housing Referral Assistant	14.75
Key Entry Operator I	8.93
Key Entry Operator II	10.28
Messenger (Courier)	7.58
Order Clerk I	10.99
Order Clerk II	14.67
Personnel Assistant (Employment) I	11.14
Personnel Assistant (Employment) II	12.53
Personnel Assistant (Employment) III	13.40
Personnel Assistant (Employment) IV	15.04
Production Control Clerk	14.73
Rental Clerk	9.29
Scheduler, Maintenance	10.47
Secretary I	10.47
Secretary II	13.10
Secretary III	14.75
Secretary IV	16.05
Secretary V	17.78
Service Order Dispatcher	8.96

Stenographer I	8.18
Stenographer II	9.30
Supply Technician	16.05
Survey Worker (Interviewer)	11.00
Switchboard Operator-Receptionist	8.44
Test Examiner	13.10
Test Proctor	13.10
Travel Clerk I	8.51
Travel Clerk II	9.02
Travel Clerk III	9.43
Word Processor I	10.19
Word Processor II	11.45
Word Processor III	12.79
Automatic Data Processing Occupations	
Computer Data Librarian	8.35
Computer Operator I	10.14
Computer Operator II	12.44
Computer Operator III	14.52
Computer Operator IV	15.45
Computer Operator V	17.06
Computer Programmer I (1)	16.16
Computer Programmer II (1)	19.97
Computer Programmer III (1)	24.00
Computer Programmer IV (1)	27.61
Computer Systems Analyst I (1)	23.05
Computer Systems Analyst II (1)	25.26
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	11.81
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	15.42
Automotive Glass Installer	13.96
Automotive Worker	13.96
Electrician, Automotive	14.52
Mobile Equipment Servicer	12.79
Motor Equipment Metal Mechanic	15.09
Motor Equipment Metal Worker	13.96
Motor Vehicle Mechanic	16.10
Motor Vehicle Mechanic Helper	12.26
Motor Vehicle Upholstery Worker	13.38
Motor Vehicle Wrecker	13.96
Painter, Automotive	14.52
Radiator Repair Specialist	13.96
Tire Repairer	12.36
Transmission Repair Specialist	15.09
Food Preparation and Service Occupations	
Baker	11.09
Cook I	10.17
Cook II	11.09
Dishwasher	8.41
Food Service Worker	8.41
Meat Cutter	11.09
Waiter/Waitress	8.83

Furniture Maintenance and Repair Occupations		Electrostatic
Spray Painter	15.00	
Furniture Handler		11.53
Furniture Refinisher		14.52
Furniture Refinisher Helper		12.26
Furniture Repairer, Minor		13.38
Upholsterer		14.52
General Services and Support Occupations		
Cleaner, Vehicles		8.41
Elevator Operator		8.41
Gardener		10.17
House Keeping Aid I		8.41
House Keeping Aid II		8.86
Janitor		8.86
Laborer, Grounds Maintenance		8.83
Maid or Houseman		7.94
Pest Controller		12.17
Refuse Collector		9.67
Tractor Operator		10.28
Window Cleaner		8.83
Health Occupations		
Dental Assistant		11.15
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver		11.48
Licensed Practical Nurse I		9.99
Licensed Practical Nurse II		11.22
Licensed Practical Nurse III		12.54
Medical Assistant		10.38
Medical Laboratory Technician		13.47
Medical Record Clerk		11.36
Medical Record Technician		12.93
Nursing Assistant I		8.10
Nursing Assistant II		8.30
Nursing Assistant III		10.17
Nursing Assistant IV		11.43
Pharmacy Technician		11.63
Phlebotomist		12.23
Registered Nurse I		16.36
Registered Nurse II		20.00
Registered Nurse II, Specialist		20.00
Registered Nurse III		21.21
Registered Nurse III, Anesthetist		24.21
Registered Nurse IV		29.01
Information and Arts Occupations		
Audiovisual Librarian		19.32
Exhibits Specialist I		16.53
Exhibits Specialist II		20.10
Exhibits Specialist III		25.61
Illustrator I		16.46
Illustrator II		20.10
Illustrator III		25.61
Librarian		17.46
Library Technician		11.00
Photographer I		11.36

Photographer II	13.07
Photographer III	15.89
Photographer IV	20.24
Photographer V	22.31
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.84
Counter Attendant	6.84
Dry Cleaner	7.55
Finisher, Flatwork, Machine	6.84
Presser, Hand	6.84
Presser, Machine, Drycleaning	6.84
Presser, Machine, Shirts	6.84
Presser, Machine, Wearing Apparel, Laundry	6.84
Sewing Machine Operator	8.72
Tailor	8.52
Washer, Machine	7.15
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	14.52
Tool and Die Maker	16.72
Material Handling and Packing Occupations	
Forklift Operator	12.18
Fuel Distribution System Operator	13.24
Material Coordinator	13.69
Material Expediter	13.69
Material Handling Laborer	9.68
Order Filler	10.73
Production Line Worker (Food Processing)	12.42
Shipping Packer	11.95
Shipping/Receiving Clerk	11.09
Stock Clerk (Shelf Stocker; Store Worker II)	12.71
Store Worker I	10.90
Tools and Parts Attendant	12.58
Warehouse Specialist	12.58
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	17.91
Aircraft Mechanic Helper	14.55
Aircraft Quality Control Inspector	18.53
Aircraft Servicer	15.88
Aircraft Worker	16.57
Appliance Mechanic	14.52
Bicycle Repairer	12.36
Cable Splicer	17.14
Carpenter, Maintenance	14.52
Carpet Layer	14.15
Electrician, Maintenance	18.11
Electronics Technician, Maintenance I	14.15
Electronics Technician, Maintenance II	16.43
Electronics Technician, Maintenance III	17.85
Fabric Worker	13.65
Fire Alarm System Mechanic	15.16
Fire Extinguisher Repairer	13.13
Fuel Distribution System Mechanic	15.59
General Maintenance Worker	13.96

Heating, Refrigeration and Air Conditioning Mechanic	15.09
Heavy Equipment Mechanic	15.26
Heavy Equipment Operator	15.09
Instrument Mechanic	17.35
Laborer	10.21
Locksmith	14.52
Machinery Maintenance Mechanic	16.43
Machinist, Maintenance	15.16
Maintenance Trades Helper	12.58
Millwright	17.54
Office Appliance Repairer	14.66
Painter, Aircraft	14.66
Painter, Maintenance	14.52
Pipefitter, Maintenance	16.28
Plumber, Maintenance	15.34
Pneudraulic Systems Mechanic	15.16
Rigger	16.50
Scale Mechanic	14.15
Sheet-Metal Worker, Maintenance	15.20
Small Engine Mechanic	13.96
Telecommunication Mechanic I	17.89
Telecommunication Mechanic II	20.65
Telephone Lineman	17.93
Welder, Combination, Maintenance	16.05
Well Driller	15.16
Woodcraft Worker	15.16
Woodworker	12.87
Miscellaneous Occupations	
Animal Caretaker	9.26
Carnival Equipment Operator	9.75
Carnival Equipment Repairer	11.17
Carnival Worker	8.41
Cashier	7.31
Desk Clerk	8.14
Embalmer	16.57
Lifeguard	9.42
Mortician	17.93
Park Attendant (Aide)	11.84
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.50
Recreation Specialist	12.18
Recycling Worker	11.26
Sales Clerk	8.50
School Crossing Guard (Crosswalk Attendant)	9.68
Sport Official	8.50
Survey Party Chief (Chief of Party)	10.58
Surveying Aide	7.01
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	9.61
Swimming Pool Operator	11.55
Vending Machine Attendant	11.68
Vending Machine Repairer	13.28
Vending Machine Repairer Helper	11.68
Personal Needs Occupations	
Child Care Attendant	7.52

Child Care Center Clerk	9.95
Chore Aid	7.94
Homemaker	11.08
Plant and System Operation Occupations	
Boiler Tender	17.14
Sewage Plant Operator	14.66
Stationary Engineer	17.14
Ventilation Equipment Tender	12.58
Water Treatment Plant Operator	14.52
Protective Service Occupations	
Alarm Monitor	12.35
Corrections Officer	11.87
Court Security Officer	12.33
Detention Officer	12.21
Firefighter	12.89
Guard I	8.78
Guard II	13.94
Police Officer	14.75
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.99
Hatch Tender	14.77
Line Handler	14.77
Stevedore I	16.28
Stevedore II	17.65
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	15.11
Archeological Technician II	16.94
Archeological Technician III	20.94
Cartographic Technician	20.37
Civil Engineering Technician	14.65
Computer Based Training (CBT) Specialist/ Instructor	23.46
Drafter I	14.64
Drafter II	15.72
Drafter III	19.12
Drafter IV	24.35
Engineering Technician I	13.38
Engineering Technician II	15.52
Engineering Technician III	17.85
Engineering Technician IV	21.73
Engineering Technician V	27.67
Engineering Technician VI	30.49
Environmental Technician	18.22
Flight Simulator/Instructor (Pilot)	22.34
Graphic Artist	19.07
Instructor	19.65
Laboratory Technician	14.93
Mathematical Technician	16.76
Paralegal/Legal Assistant I	13.92
Paralegal/Legal Assistant II	17.06
Paralegal/Legal Assistant III	20.88

Paralegal/Legal Assistant IV	25.25
Photooptics Technician	16.56
Technical Writer	22.80
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	17.17
Weather Observer, Senior (3)	19.04
Weather Observer, Upper Air (3)	17.17
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	12.64
Parking and Lot Attendant	7.06
Shuttle Bus Driver	10.91
Taxi Driver	8.37
Truckdriver, Heavy Truck	13.59
Truckdriver, Light Truck	10.10
Truckdriver, Medium Truck	15.01
Truckdriver, Tractor-Trailer	13.59

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: (Guam): 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; 3 weeks after 5 years; and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you

are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government

contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(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.

WAGE DETERMINATION NO: 94-2087 REV (21) AREA: CT,HARTFORD

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
WASHINGTON D.C. 20210

William W.Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2087
Revision No.: 21
Date Of Last Revision: 05/29/2002

Applicable in the state of Connecticut in the Hartford Standard Metropolitan Statistical Area as follows:

HARTFORD COUNTY - Avon Town, Bloomfield Town, Canton Town, East Granby Town, East Hartford Town, East Windsor Town, Enfield Town, Farmington Town, Glastonbury Town, Granby Town, Hartford City, Manchester Town, Marlborough Town, Newington Town, Rocky Hill Town, Simsbury Town, South Windsor Town, Suffield Town, West Hartford Town, Wethersfield Town, Windsor Town, Windsor Locks Town

LITCHFIELD COUNTY - **New** Hartford Town

MIDDLESEX COUNTY - Cromwell Town, East Hampton Town, Portland Town

NEW LONDON COUNTY - Colchester Town

TOLLAND COUNTY - Andover City, Bolton Coty, Columbia Town, Coventry City, Ellington City,

Hebron Town, Stafford Town, Tolland Town, Vernon City, Willington Town

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.63
Accounting Clerk II	12.38
Accounting Clerk III	15.00
Accounting Clerk IV	18.18
Court Reporter	13.43
Dispatcher, Motor Vehicle	10.18
Document Preparation Clerk	14.41
Duplicating Machine Operator	14.41
Film/Tape Librarian	12.81
General Clerk I	11.73
General Clerk II	13.16
General Clerk III	16.04
General Clerk IV	17.84
Housing Referral Assistant	19.80
Key Entry Operator I	11.97
Key Entry Operator II	16.26
Messenger (Courier)	10.27
Order Clerk I	11.63
Order Clerk II	12.93
Personnel Assistant (Employment) I	12.51
Personnel Assistant (Employment) II	14.06
Personnel Assistant (Employment) III	17.06
Personnel Assistant (Employment) IV	19.83
Production Control Clerk	18.32
Rental Clerk	12.78
Scheduler, Maintenance	14.06
Secretary I	13.74
Secretary II	15.90
Secretary III	18.09
Secretary IV	20.35
Secretary V	23.51
Service Order Dispatcher	14.06
Stenographer I	13.46
Stenographer II	15.11
Supply Technician	18.19
Survey Worker (Interviewer)	15.55
Switchboard Operator-Receptionist	10.83
Test Examiner	17.40
Test Proctor	17.40
Travel Clerk I	11.24
Travel Clerk II	12.25
Travel Clerk III	13.33
Word Processor I	12.53
Word Processor II	14.63

Word Processor III	15.97
Automatic Data Processing Occupations	
Computer Data Librarian	12.81
Computer Operator I	12.75
Computer Operator II	15.17
Computer Operator III	19.11
Computer Operator IV	21.41
Computer Operator V	23.76
Computer Programmer I (1)	16.49
Computer Programmer II (1)	20.36
Computer Programmer III (1)	25.84
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	22.15
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	12.75
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	19.19
Automotive Glass Installer	19.45
Automotive Worker	17.68
Electrician, Automotive	18.43
Mobile Equipment Servicer	16.23
Motor Equipment Metal Mechanic	19.19
Motor Equipment Metal Worker	17.68
Motor Vehicle Mechanic	18.71
Motor Vehicle Mechanic Helper	15.47
Motor Vehicle Upholstery Worker	16.97
Motor Vehicle Wrecker	17.68
Painter, Automotive	18.50
Radiator Repair Specialist	17.68
Tire Repairer	15.68
Transmission Repair Specialist	19.19
Food Preparation and Service Occupations	
Baker	12.99
Cook I	12.09
Cook II	13.17
Dishwasher	9.94
Food Service Worker	9.94
Meat Cutter	16.43
Waiter/Waitress	10.21
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.43
Furniture Handler	13.89
Furniture Refinisher	18.43
Furniture Refinisher Helper	15.47
Furniture Repairer, Minor	16.97
Upholsterer	18.43
General Services and Support Occupations	
Cleaner, Vehicles	9.62
Elevator Operator	11.13
Gardener	13.15
House Keeping Aid I	10.36
House Keeping Aid II	10.63

Janitor	11.13
Laborer, Grounds Maintenance	11.27
Maid or Houseman	10.36
Pest Controller	13.72
Refuse Collector	10.58
Tractor Operator	12.54
Window Cleaner	11.81
Health Occupations	
Dental Assistant	13.83
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.83
Licensed Practical Nurse I	11.02
Licensed Practical Nurse II	12.36
Licensed Practical Nurse III	13.83
Medical Assistant	12.36
Medical Laboratory Technician	12.36
Medical Record Clerk	12.36
Medical Record Technician	14.71
Nursing Assistant I	8.99
Nursing Assistant II	10.10
Nursing Assistant III	11.02
Nursing Assistant IV	12.36
Pharmacy Technician	12.19
Phlebotomist	12.36
Registered Nurse I	17.13
Registered Nurse II	20.97
Registered Nurse II, Specialist	20.97
Registered Nurse III	25.37
Registered Nurse III, Anesthetist	25.37
Registered Nurse IV	30.38
Information and Arts Occupations	
Audiovisual Librarian	18.80
Exhibits Specialist I	15.11
Exhibits Specialist II	18.80
Exhibits Specialist III	20.09
Illustrator I	15.11
Illustrator II	18.80
Illustrator III	20.37
Librarian	22.55
Library Technician	14.64
Photographer I	13.52
Photographer II	16.81
Photographer III	19.34
Photographer IV	23.60
Photographer V	28.62
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.80
Counter Attendant	7.80
Dry Cleaner	9.86
Finisher, Flatwork, Machine	7.80
Presser, Hand	7.80
Presser, Machine, Drycleaning	8.58
Presser, Machine, Shirts	7.80
Presser, Machine, Wearing Apparel, Laundry	7.80

Sewing Machine Operator	9.44
Tailor	12.52
Washer, Machine	8.28
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.43
Tool and Die Maker	21.43
Material Handling and Packing Occupations	
Forklift Operator	15.47
Fuel Distribution System Operator	16.23
Material Coordinator	19.52
Material Expediter	19.52
Material Handling Laborer	13.94
Order Filler	12.93
Production Line Worker (Food Processing)	15.47
Shipping Packer	14.89
Shipping/Receiving Clerk	14.63
Stock Clerk (Shelf Stocker; Store Worker II)	14.14
Store Worker I	10.33
Tools and Parts Attendant	15.47
Warehouse Specialist	15.47
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	21.25
Aircraft Mechanic Helper	17.13
Aircraft Quality Control Inspector	22.02
Aircraft Servicer	18.79
Aircraft Worker	19.58
Appliance Mechanic	18.43
Bicycle Repairer	15.68
Cable Splicer	22.07
Carpenter, Maintenance	18.43
Carpet Layer	17.72
Electrician, Maintenance	21.64
Electronics Technician, Maintenance I	20.33
Electronics Technician, Maintenance II	21.19
Electronics Technician, Maintenance III	22.07
Fabric Worker	16.97
Fire Alarm System Mechanic	19.19
Fire Extinguisher Repairer	16.23
Fuel Distribution System Mechanic	19.19
General Maintenance Worker	17.68
Heating, Refrigeration and Air Conditioning Mechanic	21.11
Heavy Equipment Mechanic	20.60
Heavy Equipment Operator	20.81
Instrument Mechanic	19.19
Laborer	11.28
Locksmith	18.43
Machinery Maintenance Mechanic	20.09
Machinist, Maintenance	19.19
Maintenance Trades Helper	15.47
Millwright	21.11
Office Appliance Repairer	18.43
Painter, Aircraft	18.50
Painter, Maintenance	18.43

Pipefitter, Maintenance	19.52
Plumber, Maintenance	18.43
Pneudraulic Systems Mechanic	19.19
Rigger	19.19
Scale Mechanic	17.68
Sheet-Metal Worker, Maintenance	19.19
Small Engine Mechanic	17.68
Telecommunication Mechanic I	19.31
Telecommunication Mechanic II	20.02
Telephone Lineman	19.31
Welder, Combination, Maintenance	19.19
Well Driller	19.19
Woodcraft Worker	19.19
Woodworker	16.92
Miscellaneous Occupations	
Animal Caretaker	10.75
Carnival Equipment Operator	11.36
Carnival Equipment Repairer	11.92
Carnival Worker	9.62
Cashier	9.14
Desk Clerk	11.13
Embalmer	19.06
Lifeguard	9.94
Mortician	20.89
Park Attendant (Aide)	12.43
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.96
Recreation Specialist	15.40
Recycling Worker	12.50
Sales Clerk	10.39
School Crossing Guard (Crosswalk Attendant)	11.89
Sport Official	9.94
Survey Party Chief (Chief of Party)	14.08
Surveying Aide	8.53
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.80
Swimming Pool Operator	14.00
Vending Machine Attendant	12.24
Vending Machine Repairer	14.00
Vending Machine Repairer Helper	12.24
Personal Needs Occupations	
Child Care Attendant	9.92
Child Care Center Clerk	13.91
Chore Aid	9.59
Homemaker	16.50
Plant and System Operation Occupations	
Boiler Tender	20.30
Sewage Plant Operator	18.43
Stationary Engineer	20.31
Ventilation Equipment Tender	15.47
Water Treatment Plant Operator	18.43
Protective Service Occupations	
Alarm Monitor	11.72
Corrections Officer	21.82
Court Security Officer	21.82

Detention Officer	21.82
Firefighter	22.07
Guard I	10.40
Guard II	14.75
Police Officer	23.98
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	17.69
Hatch Tender	17.69
Line Handler	17.69
Stevedore I	16.97
Stevedore II	18.42
Technical Occupations	
Air Traffic Control Specialist, Center (2)	29.64
Air Traffic Control Specialist, Station (2)	20.43
Air Traffic Control Specialist, Terminal (2)	22.51
Archeological Technician I	13.56
Archeological Technician II	15.17
Archeological Technician III	18.80
Cartographic Technician	20.17
Civil Engineering Technician	21.27
Computer Based Training (CBT) Specialist/ Instructor	21.00
Drafter I	10.11
Drafter II	11.56
Drafter III	15.11
Drafter IV	18.80
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Engineering Technician II	11.94
Engineering Technician III	15.61
Engineering Technician IV	19.42
Engineering Technician V	22.33
Engineering Technician VI	25.67
Environmental Technician	17.84
Flight Simulator/Instructor (Pilot)	26.19
Graphic Artist	19.33
Instructor	19.75
Laboratory Technician	17.70
Mathematical Technician	19.34
Paralegal/Legal Assistant I	17.49
Paralegal/Legal Assistant II	22.55
Paralegal/Legal Assistant III	27.52
Paralegal/Legal Assistant IV	33.39
Photooptics Technician	19.34
Technical Writer	25.31
Unexploded (UXO) Safety Escort	18.84
Unexploded (UXO) Sweep Personnel	18.84
Unexploded Ordnance (UXO) Technician I	18.84
Unexploded Ordnance (UXO) Technician II	22.79
Unexploded Ordnance (UXO) Technician III	27.32
Weather Observer, Combined Upper Air and Surface Programs (1,3)	16.51
Weather Observer, Senior (1,3)	18.38
Weather Observer, Upper Air (1,3)	16.51
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	16.97

Parking and Lot Attendant	9.11
Shuttle Bus Driver	14.43
Taxi Driver	15.47
Truckdriver, Heavy Truck	19.50
Truckdriver, Light Truck	13.60
Truckdriver, Medium Truck	18.40
Truckdriver, Tractor-Trailer	19.50

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VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 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 eleven paid holidays per year: **New Year's Day**, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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)

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such

as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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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 ****

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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.