

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912DS-04-T-0063	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 01-Sep-2004	PAGE OF PAGES 1 OF 37
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

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4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W16ROE-4224-1560	6. PROJECT NO.
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7. ISSUED BY USA ENGINEER DISTRICT, NEW YORK ATTN:CENAN-CT ROOM 1843 26 FEDERAL PLAZA NEW YORK NY 10278 TEL:212-264-0238 FAX: 212-264-3013	CODE W912DS	8. ADDRESS OFFER TO (If Other Than Item 7) CODE See Item 7 TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME EDWARD T LEW	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 212-264-7740
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS(Title, identifying no., date):

VARIOUS RECRUITING STATIONS MAINTENANCE UPGRADES WITHIN THE FIVE BOROUGHES OF NEW YORK CITY, AND ORANGE COUNTY

SECTION 00100 - SCOPE OF SERVICES

THIS REQUIREMENT IS 100% SMALL BUSINESS SET-ASIDE.

11. The Contractor shall begin performance within 5 calendar days and complete it within 30 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>	15. TELEPHONE NO. <i>(Include area code)</i>
	16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>
	See Item 14
CODE	FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES
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18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.											
DATE											

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)
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26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY:	CODE
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>	31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		
30B. SIGNATURE	30C. DATE	TEL:	EMAIL:
		31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	VARIOUS OFFICE UPGRADES FFP REMOVE OLD AND INSTALL NEW GOVERNMENT AUTHORIZED CARPET FOR THE ARMY USING ROBIE HOUSE FROM INTERFACE (SEE SCOPE OF WORK), 269 UTICA AVENUE, 2ND FLOOR, BKLYN, NY PURCHASE REQUEST NUMBER: W16ROE-4224-1560	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	PAINT THE ARMY ENTIRE OFFICE SPACE FFP PAINT THE ARMY ENTIRE OFFICE SPACE USING BENJAMIN MOORE (SEE SCOPE OF WORK) AT 301 WEST RTE 59, NANUET, NY PURCHASE REQUEST NUMBER: W16ROE-4224-1560	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	PAINTE THE NAVY ENTIRE OFFICE SPACE FFP PAINTE THE NAVY ENTIRE OFFICE SPACE USING SHERWIN WILLIAMS(SEE SCOPE OF WORK) AT 4012 WHITE PLAINS ROAD, BX, NY PURCHASE REQUEST NUMBER: W16ROE-4224-1560	1	Lump Sum		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	REMOVE AND REPLACE CARPETING FFP REMOVE OLD AND INSTALL NEW GOVERNMENT APPROVED CARPET FOR THE NAVY INTERIOR OFFICE ONLY BY SHAW/JEKYLL SQ59178 (SEE SCOPE OF WORK) AT 4012 WHITE PLAINS ROAD, BX, NY PURCHASE REQUEST NUMBER: W16ROE-4224-1560	1	Lump Sum		

NET AMT

FOB: Destination

Section 00100 - Bidding Schedule/Instructions to Bidders

SCOPE OF SERVICES

Architectural Finishes-Fixtures-Supplies

PAINT

Paint interior Army office at 301 West RT 59 Nanuet NY 10954 1,330 s.f. (Army Office only)

Paint interior office at 4012 White Plains Road, Bronx, NY 10475 600-700 s.f. (Navy interior office only)

Walls:

- All exposed interior walls shall be finished and painted with one coat primer and two coats latex paint. Equivalent paint which meets or exceeds the following paint specifications may be substituted with the prior approval of the Corps of Engineers.

Windows (Interior):

- Color of window frame(s) to match adjacent wall color; see paint schedule; trim finish to be semi-gloss.

Doors (Interior):

- **Finish:** Doors and frames to have 2-coats latex paint of semi-gloss finish; color to match adjacent wall color - see paint schedule.

PAINT SCHEDULE

Standard Walls

Accent Wall

Army

Mfr: Benjamin Moore
 Color: Bone White 03
 Grade: Regal Aqua Pearl 310
 Finish: Latex-Satin
 Trim-only: Semi-gloss
 Coats: 2

Air Force-Air Force Reserve-Marine Corps-Navy

Standard Walls

Accent Wall-Navy

Mfr:	Sherwin Williams	Sherwin Williams
Number:	Luminous White 1900	Navee 1511
Grade:	Super Paint	
Finish:	Latex-Satin	Latex Satin
Trim-only:	Semi-gloss	
Coats:	2	2

Common Area – Restrooms

Mfr: Sherwin Williams
 Color: Pacer White 6098
 Grade: Super Paint

Finish: Latex-Satin
 Trim-only: Semi-gloss
 Coats: 2

Architectural Finishes-Fixtures-Supplies

CARPETING

269 Utica Avenue, 2nd floor, Brooklyn, NY 11213 1,500 s.f. (Army Office only)

4012 White Plains Road, Bronx, NY 10475 for the Navy 600-700 s.f. (approx) - remove/discard old carpeting and install new carpeting.

- **Office and related areas:** Wall-to-wall carpet squares shall be installed in all office areas. All carpet must be installed smoothly and evenly in accordance with their respective manufacturer's instructions and *with the approved release adhesive*. Ten-percent (10%) extra carpet tiles will be furnished to each military office for future use/emergencies. **NOTE:** Equivalent carpet which meets or exceeds the following carpet specifications may be substituted with the approval of the Corps of Engineers and the effected military service.

CARPET SCHEDULE BY MILITARY SERVICE

Army

Manufacturer/Style-Patten:	Interface/Robie House #166940250E
Color:	Foundation 3484
Pile Density:	6,059 oz/yd3
Average Yarn Face Weight:	17 oz/yd2
Yarn System:	Continuous recycled filament (nylon)
Product:	Carpet tile (50 x 50cm)
Color System:	Solution dyed
Anti-microbial:	Yes
Face Construction:	Tufted textured loop
Backing:	Primary: vinyl Secondary-Glasbac
Flammability:	Class 1
Static Control:	3.5 KV or less

Installation: Parquet pattern (1/4 turn)

Base Cover: Height: 6"

Color: Black

Material: Rubber

Note: if selected, for expedited delivery-correct pricing; Interface Flooring Systems, P.O.C. Julie Eckert, 1-800-336-0225 ext. 3508, (502) 895-1088; email: Julie.Eckert@us.interfaceinc.com.

Air Force-Air Force Reserve-Navy-Marine Corps.

Manufacture/Style-Pattern:	Shaw/Jekyll SQ 59178
Color:	Firethorn 78800
Pile Density:	7,273 oz/yd3
Average Yarn Face Weight:	20 oz/yd2

Yarn Density:	Continuous filament (nylon)
Product:	Carpet tile (18" x 18")
Color System:	Solution dyed (90%), yarn dyed (10%)
Anti-microbial:	Yes
Face Construction:	Multi-level pattern loop
Backing:	Primary: Polypropylene Secondary: Synthetic fiber
Flammability:	Class 1
Static Control:	3.5 KV or less
Base Cover:	Height: 4"
Color:	Roppe, Pewter P178 or equal
Material:	Rubber

CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.219-19	Small Business Concerns Representation For The Small Business Competitiveness Demonstration Program	OCT 2000
52.225-10	Notice of Buy American Act Requirement--Construction Materials	MAY 2002
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.236-28	Preparation of Proposals--Construction	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

(End of clause)

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

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

<http://farsite.hill.af.mil/>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section 00600 - Representations & Certifications

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)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is (Z119)
(insert NAICS code).

(2) The small business size standard is (\$28.5 M) (insert size standard).

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

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

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

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

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

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

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

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the

preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

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

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 5 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 30 days after receipt of NTP. * The time stated for completion shall include final cleanup of

the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

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

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

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

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

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

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

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

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

(2) Listed below are additional clauses that apply:

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

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

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

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

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

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

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

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

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

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

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

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

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

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<http://farsite.hill.af.mil/>

(Insert one or more Internet addresses)

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

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

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

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

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

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

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

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JUN 2003)

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

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
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Item 1

Foreign construction material....

Domestic construction material....

Item 2

Foreign construction material....

Domestic construction material... ..

 Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
- (i) This contract is a construction contract; or
- (ii) The supplies being transported are--
- (A) Noncommercial items; or
- (B) Commercial items that--
- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

Section 00800 - Special Contract Requirements

WAGE RATE DETERMINATION

WAGE DETERMINATION NO: 94-2375 REV (23) AREA: NY,NEW YORK CITY

WAGE DETERMINATION NO: 94-2375 REV (23) 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
 NJ 08/27/04

WASHINGTON D.C. 20210

William W.Gross Division of
 Director Wage Determinations

Wage Determination No.: 1994-2375
 Revision No.: 23
 Date Of Last Revision: 08/06/2004

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 CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.75
01012 - Accounting Clerk II	14.66
01013 - Accounting Clerk III	16.28
01014 - Accounting Clerk IV	17.92
01030 - Court Reporter	19.26
01050 - Dispatcher, Motor Vehicle	20.34
01060 - Document Preparation Clerk	15.15
01070 - Messenger (Courier)	11.97
01090 - Duplicating Machine Operator	13.77
01110 - Film/Tape Librarian	15.22
01115 - General Clerk I	12.18
01116 - General Clerk II	13.22
01117 - General Clerk III	15.41
01118 - General Clerk IV	16.77
01120 - Housing Referral Assistant	19.92
01131 - Key Entry Operator I	12.98
01132 - Key Entry Operator II	14.17
01191 - Order Clerk I	16.41
01192 - Order Clerk II	21.67
01261 - Personnel Assistant (Employment) I	14.85
01262 - Personnel Assistant (Employment) II	16.67
01263 - Personnel Assistant (Employment) III	18.70
01264 - Personnel Assistant (Employment) IV	20.79

01270 - Production Control Clerk	19.72
01290 - Rental Clerk	16.65
01300 - Scheduler, Maintenance	16.92
01311 - Secretary I	16.92
01312 - Secretary II	19.21
01313 - Secretary III	20.45
01314 - Secretary IV	23.33
01315 - Secretary V	27.35
01320 - Service Order Dispatcher	18.18
01341 - Stenographer I	17.63
01342 - Stenographer II	19.87
01400 - Supply Technician	23.33
01420 - Survey Worker (Interviewer)	15.33
01460 - Switchboard Operator-Receptionist	14.26
01510 - Test Examiner	19.21
01520 - Test Proctor	19.21
01531 - Travel Clerk I	14.09
01532 - Travel Clerk II	15.27
01533 - Travel Clerk III	16.58
01611 - Word Processor I	15.14
01612 - Word Processor II	16.21
01613 - Word Processor III	18.66
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	16.22
03041 - Computer Operator I	16.59
03042 - Computer Operator II	18.41
03043 - Computer Operator III	21.49
03044 - Computer Operator IV	26.94
03045 - Computer Operator V	27.31
03071 - Computer Programmer I (1)	26.08
03072 - Computer Programmer II (1)	27.62
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	16.22
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.26
05010 - Automotive Glass Installer	24.89
05040 - Automotive Worker	24.89
05070 - Electrician, Automotive	25.92
05100 - Mobile Equipment Servicer	22.81
05130 - Motor Equipment Metal Mechanic	27.01
05160 - Motor Equipment Metal Worker	23.65
05190 - Motor Vehicle Mechanic	26.93
05220 - Motor Vehicle Mechanic Helper	21.77
05250 - Motor Vehicle Upholstery Worker	23.91
05280 - Motor Vehicle Wrecker	24.89
05310 - Painter, Automotive	25.92
05340 - Radiator Repair Specialist	24.89
05370 - Tire Repairer	18.22
05400 - Transmission Repair Specialist	27.01
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	14.67
07010 - Baker	19.55
07041 - Cook I	17.97
07042 - Cook II	19.55
07070 - Dishwasher	14.67
07130 - Meat Cutter	19.55
07250 - Waiter/Waitress	15.50
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	20.13
09040 - Furniture Handler	15.30
09070 - Furniture Refinisher	20.13
09100 - Furniture Refinisher Helper	16.90

09110 - Furniture Repairer, Minor	18.51
09130 - Upholsterer	20.13
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	14.67
11060 - Elevator Operator	14.67
11090 - Gardener	17.97
11121 - House Keeping Aid I	13.98
11122 - House Keeping Aid II	14.82
11150 - Janitor	14.67
11210 - Laborer, Grounds Maintenance	15.50
11240 - Maid or Houseman	13.98
11270 - Pest Controller	18.75
11300 - Refuse Collector	14.67
11330 - Tractor Operator	17.13
11360 - Window Cleaner	15.50
12000 - Health Occupations	
12020 - Dental Assistant	13.89
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.51
12071 - Licensed Practical Nurse I	16.35
12072 - Licensed Practical Nurse II	18.15
12073 - Licensed Practical Nurse III	20.15
12100 - Medical Assistant	13.50
12130 - Medical Laboratory Technician	15.71
12160 - Medical Record Clerk	14.28
12190 - Medical Record Technician	16.81
12221 - Nursing Assistant I	7.72
12222 - Nursing Assistant II	11.96
12223 - Nursing Assistant III	13.05
12224 - Nursing Assistant IV	16.01
12250 - Pharmacy Technician	13.31
12280 - Phlebotomist	13.11
12311 - Registered Nurse I	27.50
12312 - Registered Nurse II	30.86
12313 - Registered Nurse II, Specialist	30.86
12314 - Registered Nurse III	36.89
12315 - Registered Nurse III, Anesthetist	36.89
12316 - Registered Nurse IV	40.33
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	24.23
13011 - Exhibits Specialist I	19.03
13012 - Exhibits Specialist II	22.23
13013 - Exhibits Specialist III	25.08
13041 - Illustrator I	18.86
13042 - Illustrator II	20.05
13043 - Illustrator III	22.64
13047 - Librarian	30.78
13050 - Library Technician	16.86
13071 - Photographer I	16.67
13072 - Photographer II	19.94
13073 - Photographer III	23.29
13074 - Photographer IV	26.29
13075 - Photographer V	31.79
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	9.63
15030 - Counter Attendant	9.63
15040 - Dry Cleaner	11.86
15070 - Finisher, Flatwork, Machine	9.63
15090 - Presser, Hand	9.63
15100 - Presser, Machine, Drycleaning	9.63
15130 - Presser, Machine, Shirts	9.63
15160 - Presser, Machine, Wearing Apparel, Laundry	9.63
15190 - Sewing Machine Operator	12.59
15220 - Tailor	13.57
15250 - Washer, Machine	10.44
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	20.13

19040 - Tool and Die Maker	23.35
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	21.01
21020 - Material Coordinator	20.00
21030 - Material Expediter	20.00
21040 - Material Handling Laborer	16.25
21050 - Order Filler	14.16
21071 - Forklift Operator	16.24
21080 - Production Line Worker (Food Processing)	16.25
21100 - Shipping/Receiving Clerk	14.16
21130 - Shipping Packer	13.34
21140 - Store Worker I	12.49
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.65
21210 - Tools and Parts Attendant	16.40
21400 - Warehouse Specialist	16.24
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	24.07
23040 - Aircraft Mechanic Helper	19.44
23050 - Aircraft Quality Control Inspector	25.00
23060 - Aircraft Servicer	21.29
23070 - Aircraft Worker	22.20
23100 - Appliance Mechanic	20.13
23120 - Bicycle Repairer	17.13
23125 - Cable Splicer	29.08
23130 - Carpenter, Maintenance	25.76
23140 - Carpet Layer	23.08
23160 - Electrician, Maintenance	31.16
23181 - Electronics Technician, Maintenance I	21.26
23182 - Electronics Technician, Maintenance II	29.17
23183 - Electronics Technician, Maintenance III	31.14
23260 - Fabric Worker	21.88
23290 - Fire Alarm System Mechanic	21.67
23310 - Fire Extinguisher Repairer	20.19
23340 - Fuel Distribution System Mechanic	24.80
23370 - General Maintenance Worker	18.98
23400 - Heating, Refrigeration and Air Conditioning Mechanic	20.93
23430 - Heavy Equipment Mechanic	21.59
23440 - Heavy Equipment Operator	31.25
23460 - Instrument Mechanic	25.56
23470 - Laborer	15.95
23500 - Locksmith	20.31
23530 - Machinery Maintenance Mechanic	23.45
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	16.90
23640 - Millwright	22.03
23700 - Office Appliance Repairer	22.95
23740 - Painter, Aircraft	20.13
23760 - Painter, Maintenance	23.15
23790 - Pipefitter, Maintenance	29.86
23800 - Plumber, Maintenance	23.25
23820 - Pneudraulic Systems Mechanic	23.84
23850 - Rigger	23.02
23870 - Scale Mechanic	21.99
23890 - Sheet-Metal Worker, Maintenance	30.55
23910 - Small Engine Mechanic	19.30
23930 - Telecommunication Mechanic I	24.07
23931 - Telecommunication Mechanic II	28.03
23950 - Telephone Lineman	24.07
23960 - Welder, Combination, Maintenance	20.93
23965 - Well Driller	24.89
23970 - Woodcraft Worker	23.38
23980 - Woodworker	17.73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.42
24580 - Child Care Center Clerk	16.74
24600 - Chore Aid	12.67

24630 - Homemaker	18.59
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	27.03
25040 - Sewage Plant Operator	24.98
25070 - Stationary Engineer	25.94
25190 - Ventilation Equipment Tender	20.18
25210 - Water Treatment Plant Operator	24.35
27000 - Protective Service Occupations	
(not set) - Police Officer	27.71
27004 - Alarm Monitor	15.93
27006 - Corrections Officer	24.86
27010 - Court Security Officer	25.03
27040 - Detention Officer	24.86
27070 - Firefighter	25.03
27101 - Guard I	11.65
27102 - Guard II	17.08
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	22.46
28020 - Hatch Tender	22.46
28030 - Line Handler	22.46
28040 - Stevedore I	17.80
28050 - Stevedore II	19.36
29000 - Technical Occupations	
21150 - Graphic Artist	30.01
29010 - Air Traffic Control Specialist, Center (2)	32.80
29011 - Air Traffic Control Specialist, Station (2)	22.63
29012 - Air Traffic Control Specialist, Terminal (2)	24.92
29023 - Archeological Technician I	16.42
29024 - Archeological Technician II	18.37
29025 - Archeological Technician III	22.74
29030 - Cartographic Technician	22.83
29035 - Computer Based Training (CBT) Specialist/ Instructor	30.38
29040 - Civil Engineering Technician	24.06
29061 - Drafter I	16.28
29062 - Drafter II	17.89
29063 - Drafter III	21.41
29064 - Drafter IV	22.83
29081 - Engineering Technician I	15.51
29082 - Engineering Technician II	17.89
29083 - Engineering Technician III	21.95
29084 - Engineering Technician IV	23.25
29085 - Engineering Technician V	26.26
29086 - Engineering Technician VI	28.60
29090 - Environmental Technician	22.90
29100 - Flight Simulator/Instructor (Pilot)	33.43
29160 - Instructor	27.74
29210 - Laboratory Technician	21.56
29240 - Mathematical Technician	22.83
29361 - Paralegal/Legal Assistant I	19.22
29362 - Paralegal/Legal Assistant II	24.95
29363 - Paralegal/Legal Assistant III	30.55
29364 - Paralegal/Legal Assistant IV	36.93
29390 - Photooptics Technician	23.55
29480 - Technical Writer	29.33
29491 - Unexploded Ordnance (UXO) Technician I	20.85
29492 - Unexploded Ordnance (UXO) Technician II	25.23
29493 - Unexploded Ordnance (UXO) Technician III	30.24
29494 - Unexploded (UXO) Safety Escort	20.85
29495 - Unexploded (UXO) Sweep Personnel	20.85
29620 - Weather Observer, Senior (3)	24.50
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	22.06
29622 - Weather Observer, Upper Air (3)	22.06
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	17.83
31260 - Parking and Lot Attendant	10.97
31290 - Shuttle Bus Driver	15.89

31300 - Taxi Driver	14.83
31361 - Truckdriver, Light Truck	15.89
31362 - Truckdriver, Medium Truck	17.37
31363 - Truckdriver, Heavy Truck	22.18
31364 - Truckdriver, Tractor-Trailer	22.18
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	16.32
99030 - Cashier	10.95
99041 - Carnival Equipment Operator	17.13
99042 - Carnival Equipment Repairer	17.97
99043 - Carnival Worker	14.67
99050 - Desk Clerk	16.17
99095 - Embalmer	23.01
99300 - Lifeguard	11.94
99310 - Mortician	23.01
99350 - Park Attendant (Aide)	15.01
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	12.85
99500 - Recreation Specialist	18.61
99510 - Recycling Worker	17.13
99610 - Sales Clerk	11.94
99620 - School Crossing Guard (Crosswalk Attendant)	14.67
99630 - Sport Official	11.94
99658 - Survey Party Chief (Chief of Party)	19.38
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.38
99660 - Surveying Aide	12.68
99690 - Swimming Pool Operator	19.55
99720 - Vending Machine Attendant	14.42
99730 - Vending Machine Repairer	17.64
99740 - Vending Machine Repairer Helper	14.25

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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WAGE DETERMINATION NO: 94-2379 REV (22) AREA: NY,POUGHKEEPSIE

WAGE DETERMINATION NO: 94-2379 REV (22) AREA: NY,POUGHKEEPSIE
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 NJ 08/27/04

WASHINGTON D.C. 20210

William W.Gross
DirectorDivision of
Wage DeterminationsWage Determination No.: 1994-2379
Revision No.: 22
Date Of Last Revision: 08/06/2004State: **New York**Area: **New York** Counties of Delaware, Dutchess, **Orange**, Sullivan, Ulster****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.15
01012 - Accounting Clerk II	12.27
01013 - Accounting Clerk III	14.71
01014 - Accounting Clerk IV	17.92
01030 - Court Reporter	13.76
01050 - Dispatcher, Motor Vehicle	13.76
01060 - Document Preparation Clerk	13.10
01070 - Messenger (Courier)	9.91
01090 - Duplicating Machine Operator	13.10
01110 - Film/Tape Librarian	12.27
01115 - General Clerk I	8.47
01116 - General Clerk II	10.62
01117 - General Clerk III	13.32
01118 - General Clerk IV	15.02
01120 - Housing Referral Assistant	15.33
01131 - Key Entry Operator I	11.04
01132 - Key Entry Operator II	12.83
01191 - Order Clerk I	11.85
01192 - Order Clerk II	16.06
01261 - Personnel Assistant (Employment) I	10.92
01262 - Personnel Assistant (Employment) II	12.27
01263 - Personnel Assistant (Employment) III	13.76
01264 - Personnel Assistant (Employment) IV	15.33
01270 - Production Control Clerk	15.33
01290 - Rental Clerk	12.27
01300 - Scheduler, Maintenance	12.27
01311 - Secretary I	12.27
01312 - Secretary II	13.76
01313 - Secretary III	15.33
01314 - Secretary IV	16.31
01315 - Secretary V	18.87
01320 - Service Order Dispatcher	12.27
01341 - Stenographer I	12.27
01342 - Stenographer II	13.76
01400 - Supply Technician	16.31
01420 - Survey Worker (Interviewer)	13.16
01460 - Switchboard Operator-Receptionist	11.64
01510 - Test Examiner	12.27
01520 - Test Proctor	12.27
01531 - Travel Clerk I	10.63
01532 - Travel Clerk II	11.24
01533 - Travel Clerk III	11.86
01611 - Word Processor I	11.10
01612 - Word Processor II	13.95
01613 - Word Processor III	15.68
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.77
03041 - Computer Operator I	12.77

03042 - Computer Operator II	15.61
03043 - Computer Operator III	18.58
03044 - Computer Operator IV	19.32
03045 - Computer Operator V	21.55
03071 - Computer Programmer I (1)	15.96
03072 - Computer Programmer II (1)	19.69
03073 - Computer Programmer III (1)	24.02
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	24.34
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.77
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.06
05010 - Automotive Glass Installer	17.27
05040 - Automotive Worker	17.27
05070 - Electrician, Automotive	18.67
05100 - Mobile Equipment Servicer	14.72
05130 - Motor Equipment Metal Mechanic	19.28
05160 - Motor Equipment Metal Worker	17.28
05190 - Motor Vehicle Mechanic	19.28
05220 - Motor Vehicle Mechanic Helper	14.26
05250 - Motor Vehicle Upholstery Worker	16.26
05280 - Motor Vehicle Wrecker	17.28
05310 - Painter, Automotive	18.36
05340 - Radiator Repair Specialist	17.28
05370 - Tire Repairer	10.21
05400 - Transmission Repair Specialist	19.28
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.81
07010 - Baker	10.91
07041 - Cook I	10.74
07042 - Cook II	12.97
07070 - Dishwasher	8.39
07130 - Meat Cutter	14.65
07250 - Waiter/Waitress	8.11
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	14.05
09040 - Furniture Handler	10.70
09070 - Furniture Refinisher	15.14
09100 - Furniture Refinisher Helper	11.63
09110 - Furniture Repairer, Minor	13.19
09130 - Upholsterer	13.98
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.86
11060 - Elevator Operator	10.26
11090 - Gardener	10.21
11121 - House Keeping Aid I	8.81
11122 - House Keeping Aid II	9.54
11150 - Janitor	11.29
11210 - Laborer, Grounds Maintenance	10.44
11240 - Maid or Houseman	10.20
11270 - Pest Controller	10.55
11300 - Refuse Collector	11.29
11330 - Tractor Operator	13.22
11360 - Window Cleaner	11.29
12000 - Health Occupations	
12020 - Dental Assistant	13.95
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.55
12071 - Licensed Practical Nurse I	13.99
12072 - Licensed Practical Nurse II	15.71
12073 - Licensed Practical Nurse III	17.57
12100 - Medical Assistant	13.10
12130 - Medical Laboratory Technician	15.71
12160 - Medical Record Clerk	15.41
12190 - Medical Record Technician	17.29

12221 - Nursing Assistant I	8.20
12222 - Nursing Assistant II	9.22
12223 - Nursing Assistant III	11.09
12224 - Nursing Assistant IV	11.96
12250 - Pharmacy Technician	12.79
12280 - Phlebotomist	14.28
12311 - Registered Nurse I	19.79
12312 - Registered Nurse II	24.20
12313 - Registered Nurse II, Specialist	24.20
12314 - Registered Nurse III	29.28
12315 - Registered Nurse III, Anesthetist	29.28
12316 - Registered Nurse IV	35.09
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	14.18
13011 - Exhibits Specialist I	15.74
13012 - Exhibits Specialist II	17.18
13013 - Exhibits Specialist III	19.34
13041 - Illustrator I	15.74
13042 - Illustrator II	17.18
13043 - Illustrator III	19.34
13047 - Librarian	18.87
13050 - Library Technician	13.45
13071 - Photographer I	12.43
13072 - Photographer II	15.52
13073 - Photographer III	16.95
13074 - Photographer IV	19.06
13075 - Photographer V	23.08
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.77
15030 - Counter Attendant	7.77
15040 - Dry Cleaner	11.02
15070 - Finisher, Flatwork, Machine	7.77
15090 - Presser, Hand	7.77
15100 - Presser, Machine, Drycleaning	7.77
15130 - Presser, Machine, Shirts	7.77
15160 - Presser, Machine, Wearing Apparel, Laundry	7.77
15190 - Sewing Machine Operator	11.03
15220 - Tailor	11.85
15250 - Washer, Machine	8.56
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15.09
19040 - Tool and Die Maker	19.10
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	13.59
21020 - Material Coordinator	15.94
21030 - Material Expediter	15.94
21040 - Material Handling Laborer	13.35
21050 - Order Filler	10.46
21071 - Forklift Operator	15.00
21080 - Production Line Worker (Food Processing)	12.13
21100 - Shipping/Receiving Clerk	12.47
21130 - Shipping Packer	11.81
21140 - Store Worker I	9.08
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.47
21210 - Tools and Parts Attendant	15.00
21400 - Warehouse Specialist	13.96
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.98
23040 - Aircraft Mechanic Helper	14.19
23050 - Aircraft Quality Control Inspector	20.79
23060 - Aircraft Servicer	16.09
23070 - Aircraft Worker	17.10
23100 - Appliance Mechanic	17.40
23120 - Bicycle Repairer	10.66
23125 - Cable Splicer	19.55
23130 - Carpenter, Maintenance	18.31

23140 - Carpet Layer	16.95
23160 - Electrician, Maintenance	28.30
23181 - Electronics Technician, Maintenance I	13.60
23182 - Electronics Technician, Maintenance II	18.43
23183 - Electronics Technician, Maintenance III	20.76
23260 - Fabric Worker	15.22
23290 - Fire Alarm System Mechanic	19.05
23310 - Fire Extinguisher Repairer	14.58
23340 - Fuel Distribution System Mechanic	19.05
23370 - General Maintenance Worker	14.62
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.96
23430 - Heavy Equipment Mechanic	19.93
23440 - Heavy Equipment Operator	20.33
23460 - Instrument Mechanic	19.05
23470 - Laborer	12.47
23500 - Locksmith	16.65
23530 - Machinery Maintenance Mechanic	19.59
23550 - Machinist, Maintenance	15.45
23580 - Maintenance Trades Helper	12.15
23640 - Millwright	19.05
23700 - Office Appliance Repairer	17.93
23740 - Painter, Aircraft	18.32
23760 - Painter, Maintenance	15.82
23790 - Pipefitter, Maintenance	22.73
23800 - Plumber, Maintenance	20.57
23820 - Pneudraulic Systems Mechanic	19.05
23850 - Rigger	18.32
23870 - Scale Mechanic	16.81
23890 - Sheet-Metal Worker, Maintenance	18.65
23910 - Small Engine Mechanic	15.83
23930 - Telecommunication Mechanic I	20.91
23931 - Telecommunication Mechanic II	21.85
23950 - Telephone Lineman	20.91
23960 - Welder, Combination, Maintenance	16.60
23965 - Well Driller	16.74
23970 - Woodcraft Worker	19.05
23980 - Woodworker	12.13
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.62
24580 - Child Care Center Clerk	14.49
24600 - Chore Aid	9.37
24630 - Homemaker	17.65
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	21.31
25040 - Sewage Plant Operator	18.37
25070 - Stationary Engineer	21.51
25190 - Ventilation Equipment Tender	14.07
25210 - Water Treatment Plant Operator	19.56
27000 - Protective Service Occupations	
(not set) - Police Officer	27.71
27004 - Alarm Monitor	13.96
27006 - Corrections Officer	24.86
27010 - Court Security Officer	25.03
27040 - Detention Officer	24.86
27070 - Firefighter	25.03
27101 - Guard I	9.68
27102 - Guard II	13.96
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	14.67
28020 - Hatch Tender	14.67
28030 - Line Handler	14.67
28040 - Stevedore I	12.47
28050 - Stevedore II	14.06
29000 - Technical Occupations	
21150 - Graphic Artist	17.18
29010 - Air Traffic Control Specialist, Center (2)	32.80

29011 - Air Traffic Control Specialist, Station (2)	22.63
29012 - Air Traffic Control Specialist, Terminal (2)	24.92
29023 - Archeological Technician I	11.24
29024 - Archeological Technician II	12.65
29025 - Archeological Technician III	15.62
29030 - Cartographic Technician	16.08
29035 - Computer Based Training (CBT) Specialist/ Instructor	24.34
29040 - Civil Engineering Technician	19.77
29061 - Drafter I	9.34
29062 - Drafter II	11.48
29063 - Drafter III	14.31
29064 - Drafter IV	15.62
29081 - Engineering Technician I	11.83
29082 - Engineering Technician II	14.52
29083 - Engineering Technician III	18.11
29084 - Engineering Technician IV	19.77
29085 - Engineering Technician V	22.24
29086 - Engineering Technician VI	24.46
29090 - Environmental Technician	16.32
29100 - Flight Simulator/Instructor (Pilot)	29.18
29160 - Instructor	20.43
29210 - Laboratory Technician	14.06
29240 - Mathematical Technician	15.62
29361 - Paralegal/Legal Assistant I	11.37
29362 - Paralegal/Legal Assistant II	13.43
29363 - Paralegal/Legal Assistant III	16.49
29364 - Paralegal/Legal Assistant IV	20.08
29390 - Photooptics Technician	15.62
29480 - Technical Writer	26.91
29491 - Unexploded Ordnance (UXO) Technician I	20.85
29492 - Unexploded Ordnance (UXO) Technician II	25.23
29493 - Unexploded Ordnance (UXO) Technician III	30.24
29494 - Unexploded (UXO) Safety Escort	20.85
29495 - Unexploded (UXO) Sweep Personnel	19.61
29620 - Weather Observer, Senior (3)	15.62
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.91
29622 - Weather Observer, Upper Air (3)	14.91
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.73
31260 - Parking and Lot Attendant	9.20
31290 - Shuttle Bus Driver	14.37
31300 - Taxi Driver	11.78
31361 - Truckdriver, Light Truck	14.37
31362 - Truckdriver, Medium Truck	15.28
31363 - Truckdriver, Heavy Truck	17.13
31364 - Truckdriver, Tractor-Trailer	19.07
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.63
99030 - Cashier	10.30
99041 - Carnival Equipment Operator	12.68
99042 - Carnival Equipment Repairer	13.57
99043 - Carnival Worker	10.05
99050 - Desk Clerk	10.82
99095 - Embalmer	23.01
99300 - Lifeguard	10.96
99310 - Mortician	23.14
99350 - Park Attendant (Aide)	13.76
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.25
99500 - Recreation Specialist	13.03
99510 - Recycling Worker	12.13
99610 - Sales Clerk	9.99
99620 - School Crossing Guard (Crosswalk Attendant)	10.26
99630 - Sport Official	10.96
99658 - Survey Party Chief (Chief of Party)	16.35
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.86
99660 - Surveying Aide	10.73

99690 - Swimming Pool Operator	12.74
99720 - Vending Machine Attendant	9.05
99730 - Vending Machine Repairer	11.85
99740 - Vending Machine Repairer Helper	9.79

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

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

HOLIDAYS: A minimum of 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)

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.

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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.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no

later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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CLAUSES INCORPORATED BY REFERENCE

52.228-5 Insurance - Work On A Government Installation JAN 1997

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$ 116.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)