

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 59	
2. CONTRACT NO.		3. SOLICITATION NO. N40085-10-R-2816	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 22 Jun 2010	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY COMMANDING OFFICER NAVFAC MID-ATLANTIC 9742 MARYLAND AVENUE NORFOLK VA 23511-3095		CODE N40085	8. ADDRESS OFFER TO (If other than Item 7)		CODE		
TEL: FAX:		See Item 7		TEL: FAX:			

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME ALISA MAHAFFEY	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (757) 341-0090	C. E-MAIL ADDRESS alisa.mahaffey@navy.mil
---------------------------	---------------------------	---	--

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1 - 3	X	I	CONTRACT CLAUSES	35 - 38
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	4 - 8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	9 - 26	X	J	LIST OF ATTACHMENTS	39 - 97
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	27 - 30		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	31 - 32				
X	G	CONTRACT ADMINISTRATION DATA	33	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	98 - 99
X	H	SPECIAL CONTRACT REQUIREMENTS	34	X	M	EVALUATION FACTORS FOR AWARD	100 - 101

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM			
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE			
TEL:	EMAIL:	(Signature of Contracting Officer)			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

GENERAL INFORMATION

THIS IS A DRAFT RFP TO SYNOPSIS FOR FORKLIFTS AND AERIAL MANLIFTS SERVICES. THIS DRAFT RFP IS OFFERED TO PROMOTE EXCHANGE OF INFORMATION BEFORE THE ISSUANCE OF THE REQUEST FOR PROPOSAL.

PLEASE SUBMIT QUESTIONS OR SUGGESTIONS NO LATER THAN JUNE 30, 2010 AT 3:00PM (EST) SO THAT RESPONSES CAN BE ADDRESSED IN A TIMELY MANNER.

WE ANTICIPATE SOLICITATION TO BE ISSUED ON OR ABOUT JULY 12, 2010.

COMMANDER MID-ATLANTIC DIVISION

NAVAL FACILITIES ENGINEERING COMMAND
9742 MARYLAND AVENUE
NORFOLK, VIRGINIA 23511-3095

**REGIONAL FORKLIFTS AND AERIAL MANLIFTS
MIDLANT AREA OF RESPONSIBILITY (AOR)**

**BASE SUPPORT VEHICLE & EQUIPMENT
(BSVE)**

SOLICITATION NO. N40085-10-R-2816

COMMANDER
NAVAL FACILITIES ENGINEERING COMMAND
MID-ATLANTIC
ACQUISITION CORE
NORFOLK, VA 23511-3095

NOTICE TO ALL PROPOSERS

Due to increased security at all military installations, Offerors who do not currently have a valid Contractor's ID and Vehicle Decal issued by the Department of Defense (DoD), must allow sufficient time to obtain a one-day pass to permit entry to the base. In accordance with Naval Station security regulations all prospective visitors and contractor personnel are hereby notified that in order to obtain a one-day visitor's pass the person must present their driver's license and vehicle registration and/or rental car contract.

Contractor personnel planning to hand deliver their proposals, who do not have a valid Contractor's ID and a DoD decal on their vehicle, must submit a written request, fax a memorandum/letter, or send an e-mail, requesting a one-day pass to access the Naval Station. The written request shall include the company's name, complete address, point of contact, phone number, fax number, e-mail address and the full legal name of each representative needing access to the Naval Station for the purpose of submitting proposals for this solicitation.

The request shall be sent to: Alisa Y. Mahaffey, Contract Specialist, via fax to (757) 341-0079 or e-mail information to alisa.mahaffey@navy.mil

Personnel and vehicle one-day pass must be obtained at the Norfolk Naval Station Pass Office located on Hampton Boulevard across from Gate #5. It is imperative that all potential offerors adhere to this notice in order to avoid delay in submitting your proposal.

Also, be advised by this notice that the level of security at the Norfolk Naval Station may change at any time. As the level of security heightens, the amount of time required to gain access to the Naval Station also increases.

For FedEx, UPS, or other delivery services, please utilize the following address for delivery: **NAVFAC MIDLANT, ATTN: Alisa Y. Mahaffey, Acquisition Core**, 9324 Virginia Avenue, Building Z-140, Room 320 for delivery. Proposals mailed utilizing the U.S. Postal Service (USPS) should be addressed to **Commanding Officer, Attn: Alisa Y. Mahaffey, Acquisition Core**, 9742 Maryland Avenue, Norfolk, Virginia 23511-3095 for delivery. All other hand-carried proposals will be received at **NAVFAC MIDLANT, ATTN: Alisa Y. Mahaffey, Acquisition Core**, 9742 Maryland Avenue, Building Z-140, Room 320, no later than 2:00 P.M. EST on the day proposals are due. Please allow a sufficient amount of time for your proposal to be received prior to the proposal closing time.

Section B - Supplies or Services and Prices

SECTION B**GENERAL INFORMATION**

B.1 **Contract Title:** REGIONAL FORKLIFT TRUCK AND AERIAL MANLIFT VEHICLES FOR NAVFAC MIDLANT Area of Responsibility (AOR)

Contract I: Hampton Roads AOR - Public Works Department (PWD) Little Creek, PWD Oceana, PWD Norfolk, PWD Portsmouth, PWD Yorktown, PWD NSA Norfolk.

Contract II: Northeast AOR - PWD Pennsylvania, PWD Earle, PWD Newport, PWD New London, and PWD Maine.

Contract III: North Carolina - PWD MCAS Cherry Point, and PWD Camp Lejeune.

B.2 **Type of Contract:** Indefinite Delivery Indefinite Quantity Service (IDIQ) type contract in accordance with FAR 52.216-1 Type of Contract (Apr 1984). This procurement consists of one solicitation with the intent to award (IDIQ) commercial items contract to multiple offerors. It is the intent to award three contracts from this solicitation. One contract will cover the Hampton Roads, one contract will cover the Northeast AOR and one contract will cover the North Carolina area of responsibility. Offerors may propose on a single region or multiple regions. The Government reserves the right to award one or more contracts from this solicitation.

B.3 **Minimum Guarantee:** The minimum guarantee of each contract is \$5,000.00 for the base period for each contract. Refer to Section I, Contract Clauses.

B.4 **Competition Requirements:** This procurement is a 100% competitive Service Disabled Veteran Owned certified small business

B.5 **NAICS Code:** 532490-Other Commercial and Industrial Machinery and Equipment Rental and Leasing.

B.6 **Contract Term:** This contract contains provisions for a Base Period with (4) Option Periods, not to exceed 60 months. The Government has the option to extend the term of contract in accordance with Section I, Contract Clauses, 5252.217-9301 - Option to Extend the Term of the Contract-Services (JUN 1994).

B.7 **Period of Performance:** The start date and the completion date will be determined at time of award.

B.8 **Solicitation:** This solicitation incorporates the Performance Work Statement (PWS) developed by using NAVFAC performance-based specifications. The PWS consists of Annexes 0100000 General Information, 0200000 Management and Administration and 1700000 Base Support Vehicles and Equipment. The contractor will be required to meet the specifications in those Annexes as they are set forth in Section C.

B.9 **Evaluation of Proposals:** Offerors shall submit a lump sum price for Section B, CLINS 0001 through 0005 and Exhibit A in Section J. Offerors shall submit a unit prices for CLINs A700 – A846, Exhibit A, located in Section J.

B.10 **Contract Line Items and Contract Subline Items:**

a. Offerors shall enter unit prices and amounts for Contract Line Items (CLINs) in the schedules.

b. In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended bid and the total of the CLIN and Exhibit Line Items (ELINs) will be recomputed accordingly. The CLINs will also be recomputed to take into account the change in the contract. If the offeror provides a total

amount for a CLIN or ELIN, but fails to enter the unit price, the total amount divided by the CLIN or ELIN quantity will be held to be the intended unit price.

c. The Schedule of IDIQ Work (CLIN 0001, 0002, 0003, 0004, 0005) will be used as the basis for deductions in accordance with the FAC Clause 5252.246-9303, "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E.

B.11 Indefinite Delivery/Indefinite Quantity INDIVIDUAL CONTRACT LINE ITEM QUANTITIES

Once the estimated quantities for individual line items shown in the Schedule have been ordered, additional quantities may be ordered as long as the overall not-to-exceed (NTE) amount of the contract per year is not exceeded and the Contractor agrees by signing the task order.

B.12 Period of Performance – less than one year:

Offers shall be submitted for the performance of work for a period of one year. The contractor is cautioned to recognize that the initial term of the contract may be for a period of less than one year in accordance with the "Period of Performance" clause in Section F. In the event that the period of performance is less than one year, the Government will reduce the individual line item quantities to reflect work remaining in the contract term and no other adjustments to the pro-rated contract price will be made.

B.13 Government Purchase Card:

Indefinite Delivery Indefinite Quantity work may be ordered at the prices offered by two ways:

- 1) By the issuing activity using a DD Form 1155 "Order for Supplies and Services",
- 2) Or by an authorized Government user via a Government Purchase Card (GPC). When receiving GPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

B14. NOTICE TO OFFERORS:

Offerors are required to submit Section B, Bid Schedule and Section J, Exhibit Line Items (ELINs) with their proposal. The total costs for CLIN 0001 in Section B are the sum total of ELINs as shown below:

CLINs	ELINs
0001 IDIQ Base Year	A700 through A846
0002 IDIQ 1 st Option Yr	B700 through B846
0003 IDIQ 2 nd Option Yr	C700 through C846
0004 IDIQ 3rd Option Yr	D700 through D846
0005 IDIQ 4 th Option Yr	E700 through E846

SAMPLE
Section B, Bid Schedule

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
CLIN 0001	Firm Fixed Price Work				\$ * Note 1

** Note 1: Total price for CLIN 0001 represents the total amount for Exhibit Line Items (ELINs) A700 through A846 located in Section J.

CLIN 9000 Exhibit Line Items (ELINs) – Refer to Section J, Exhibit A for ELINs

B.15 Incorporation Of Technical Proposal:

a. The Contractor’s technical proposal, including revisions and amendments made prior to contract award and a copy of which is in possession of both parties, will be incorporated into this contract upon award by reference with the same force and effect as if set forth in full text. All contractor personnel shall meet or exceed the qualification standards, experience levels, and trade backgrounds set forth in the technical proposal.

B.16 Request for Proposals (RFP) Information/Clarification Questions:

Contractors are required to review the entire solicitation package before submitting questions. Submit all questions via one document, either by Email to: alisa.mahaffey@navy.mil or fax to: 757-341-0079, at least 7 calendar days prior to proposal due date. This will ensure all questions are addressed in a timely manner.

B.17 Request for Proposal (RFP) Files:

Solicitations are posted to the Navy Electronic Commerce Online (NECO) website as mandated by our Agency. By necessity, these files are protected to prevent unauthorized editing. Unprotected, editable file copies of the RFP documents including: Word, Excel, and or pdf.files (Adobe Acrobat files) will not be provided. Please plan accordingly.

The Contract Specialist will post the RFP files to this single website: www.neco.navy.mil IT IS THE SOLE RESPONSIBILITY OF THE OFFEROR TO OBTAIN THE RFP FILES, ALONG WITH ANY AMENDMENTS, FROM THIS WEBSITE.

B.18 Unit Price Adjustments In Option Periods

This solicitation incorporates the Service Contract Act (SCA) Wage Determinations. The Wage Determinations that are incorporated are for the Base Year performance period only. If the Option Year is exercised, the most current Wage Determination for that option year will be incorporated into the contract and the CLIN prices will be adjusted in accordance with FAR Clause 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment.

B.19 Wage Determination Department of Labor Wage Determination Service Contract Act wages are included in this solicitation. Refer to Section J, attachments.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>IDIQ - BASE YEAR BASE PERIOD</p> <p>The Contractor shall furnish all labor, supervision, management tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services described in the work statement.</p> <p>INDEFINITE QUANTITY (IDIQ) WORK EXHIBIT LINE ITEMS (ELINS) A700 -A846, ITEM J ATTACHMENT J-0200000-04.</p> <p>FOB: Destination</p>				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0002

IDIQ - 1st OPTION YEAR
1ST OPTION YEAR

The Contractor shall furnish all labor, supervision, management tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services described in the work statement.

INDEFINITE QUANTITY (IDIQ) WORK EXHIBIT LINE ITEMS (ELINS)
B700-B846, ITEM J ATTACHMENT J-0200000-04.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0003

IDIQ - 2nd OPTION YEAR
2ND OPTION YEAR

The Contractor shall furnish all labor, supervision, management tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services described in the work statement.

INDEFINITE QUANTITY (IDIQ) WORK EXHIBIT LINE ITEMS (ELINS)
C700-C846, ITEM J ATTACHMENT J-0200000-04.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0004
 IDIQ - 3rd OPTION YEAR
 3RD OPTION YEAR

The Contractor shall furnish all labor, supervision, management tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services described in the work statement.

INDEFINITE QUANTITY (IDIQ) WORK EXHIBIT LINE ITEMS (ELINS)
 D700-D846, ITEM J ATTACHMENT J-0200000-04.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0005
 IDIQ - 4th OPTION YEAR
 4TH OPTION YEAR

The Contractor shall furnish all labor, supervision, management tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services described in the work statement.

INDEFINITE QUANTITY (IDIQ) WORK EXHIBIT LINE ITEMS (ELINS)
 E700-E846, ITEM J ATTACHMENT J-0200000-04.

FOB: Destination

NET AMT

Section C - Descriptions and Specifications

STATEMENT OF WORK

0100000 – General Information		
Spec Item	Title	Description
1	General Information	
1.1	Outline of Services	<p>Except where otherwise stated, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS) for Forklift Rental / Lease Contract. The service is provided for the entire NAVFAC MIDLANT area of operation. The Hampton Roads area consisting of: PWD Little Creek, PWD Oceana, PWD Norfolk, PWD Portsmouth, PWD Yorktown, PWD NSA Norfolk. The Northeast area consisting of: PWD Pennsylvania, PWD Earle, PWD Newport, PWD New London, and PWD Maine. North Carolina area consisting of: PWD MCAS Cherry Point, and PWD Camp Lejeune. This procurement is a MULTIPLE AWARD indefinite delivery-indefinite quantity (IDIQ) contract. We expect to award up to three contracts from this solicitation one for North East, one for Hampton Roads and one for North Carolina. The PWS is organized into annexes. Annex 1 is "General Information". Annex 2 contains the on-site project management and administration requirements. Annexes 3 through 18 contain the technical requirements.</p> <p>Annex 1 General Information Annex 2 Management and Administration Annex 3 Command and Staff N/A Annex 4 Public Safety N/A Annex 5 Air Operations N/A Annex 6 Port Operations N/A Annex 7 Ordnance N/A Annex 8 Range Operations N/A Annex 9 Health Care Support N/A Annex 10 Supply N/A Annex 11 Personnel Support N/A Annex 12 Morale, Welfare and Recreation Support N/A Annex 13 Galley N/A Annex 14 Housing N/A Annex 15 Facilities Support N/A Annex 16 Utilities N/A Annex 17 Base Support Vehicles and Equipment Annex 18 Environmental N/A</p>
1.2	Verification of Workload and Conditions	<p>Throughout the PWS, the workload data is generally referred to as being located in Section J. Section J provides data such as maps, floor plans, and tables to represent the type, quantity and location of services to be provided. However, offerors are encouraged to visit the project site during the site visit for offerors and to visit the technical library during posted hours as part of its due diligence to assess the nature of work and conditions under which work is to be performed.</p>
1.3	Related Information	<p>There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:</p> <p>Informational Notes as used throughout this PWS provides additional information to offerors to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked "Informational Notes" throughout Annexes 1 through 18 is subject to this disclaimer. Offerors may not rely upon the "Informational</p>

0100000 – General Information		
Spec Item	Title	Description
		<p>Notes" as material representations of the Government. Information provided in "Informational Notes" does not create a contractual requirement on either party to this contract.</p> <p>Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.</p> <p>Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.</p> <p>Requirement Information further describes client requirements associated with each Performance Objective.</p>
1.4	Navy Approach to Service Contracting	The Department of Navy (DoN) spends over \$1 billion in annual obligations to meet global requirements for facility operations and maintenance provided through Facility Support Contracts (FSC) and additional billions to provide other base operations support services (OBOS). The Head of the Contracting Activity (HCA) of the Naval Facilities Engineering Command (NAVFAC) has focused increased attention on re-engineering FSC contracts in response to customer and industry feedback, budget constraints, and the impact of a variety of contracting, program management and financial management regulations. The Navy also supports the following principles:
1.4.1	Partnering Philosophy	The first principle is that the Navy views its contractors as partners and not just abstract service providers. The Navy wants its contractors to succeed because partners' success drives the Navy's successful mission completion. Within the bounds of acquisition policy the Navy intends to work to find solutions that will be beneficial to both the Government and its partners.
1.4.2	Contractor's Knowledge	The second principle is that the Navy will receive insightful management from its contractors. This management will include the knowledge, skills, authority and willingness to use contractor resources to find better ways of serving Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based objectives evidences this principle. Although performance work statements will typically contain several levels of performance assessment, the Navy wants its contractors to exercise maximum discretion within bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.
1.4.3	Industry Best Practices	The third principle is that the Navy will adopt industry best commercial practices and maintain state-of-the-art service delivery. It is the Navy's and contractor's responsibility as partners to reach this goal. To that end, the Navy's emphasis will be in evaluating performance objectives (end results).

0100000 – General Information		
Spec Item	Title	Description
1.5	Standard Template	<p>Key to implementing a programmatic approach is using a standard template that ensures Navy-wide consistency yet affords appropriate tailoring to meet local needs. This contract conforms to the standard template and has been tailored for this solicitation. NAVFAC intends to use this template-based approach for future service contracts. Offerors should develop an understanding of the template as part of performing due diligence in reaching an understanding of the Navy's requirements and expectations.</p> <p>The standard template contains 18 standard annexes. Annex 1 will always contain information that is relevant to the entire scope of the contract. Annex 2 contains on-site project management and administration requirements that are relevant to the entire scope of the contract. Annexes 3 through 18 contain the technical information and requirements peculiar to that technical annex. Within each technical annex, the organization of information and requirements are also standardized. Specification item 1 will always contain General Information. Specification item 2 will always contain the management and administrative requirements. Specification item 3 will always contain the Firm Fixed-Price (FFP) requirements. Specification item 4 will always contain the Indefinite Delivery-Indefinite Quantity (IDIQ) requirements. All costs associated with Annexes 1 and 2 and Specification items 1 and 2 must be priced and distributed within Specification Item 4 of Annexes 3 through 18.</p>
1.6	Navy PBSC Approach	The Navy's approach to performance-based service contracting (PBSC) includes four component parts which are 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance assessment plan.
1.7	Technical Proposal Certification	The contractor warrants that its proposal incorporated herein by reference including, but not limited to, proposed approaches, staffing, methodology, or work plans, will meet the performance objectives set forth in this contract during execution thereof. The contractor is not excused from meeting such performance objectives in the event such proposal proves inadequate as conceived or executed to meet such performance objectives. The contractor understands that it bears all of the cost and performance risk associated with adopting acceptable additional (and/or alternative) means or methods of meeting the performance objective.

0200000 - Management and Administration		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	See J-0200000-01 for Acronyms.
2.1.1	Competent Person	A person who has the professional experience and training necessary to identify existing and predictable hazards at a work or service environment, and who has the authority to take prompt and corrective action to eliminate or remove dangers from the environment.
2.1.2	Contracting Officer (KO)	That individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
2.1.3	Contractor	That entity or its representative responsible for the delivery of the services or materials specified in this contract, as designated by contract award. The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall insure that subcontractors comply with the provision of this contract.
2.1.4	Contractor Representative	That individual appointed by the Contractor, either orally or in writing, who has been assigned responsibility for executing the requirements of this contract.
2.1.5	Facility	A building or structure designed and created to serve a particular function.
2.1.6	Monthly Exposure Report	A compilation of all Contractor and subcontractor employee-hours involved in delivering contract services on a Government property.
2.1.7	Performance Assessment	A method used by the Government to provide some measure of control over the quality of purchased goods and services received.
2.1.8	Performance Assessment Representative (PAR)	That individual designated by the KO to be responsible for the monitoring of Contractor performance.
2.1.9	Quality Control (QC)	A method used by the Contractor to control the quality of goods and services produced.
2.1.10	Response Time	The time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site with appropriate personnel, tools, equipment, and materials, ready to perform the work required.
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are from 0700-1600, five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. Work in certain annexes or sub-annexes requires Contractor continuous operations, 24 hours a day, every day of the year including holidays. The performance of other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitates otherwise. Any other work outside Government regular working hours requires prior KO approval.
2.2.1.1	Observed Federal	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus

0200000 - Management and Administration		
Spec Item	Title	Description
	Holidays	Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.2	Wage Determinations	Refer to J-0200000-02 for wage determinations.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor may be required to attend administrative and coordination meetings. The Contractor shall attend meetings as shown in this specification or requested by the Contracting Officer.
2.3.2	Partnering	<p>To increase the likelihood of successful performance of this contract, the Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the Clients who will receive services, principle individuals for NAVFAC, the performance assessment team, and representatives(s) of the Installation(s) will be invited to participate in the partnering process. Key members of the prime and subcontractors teams, including senior management personnel, must participate. The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps.</p> <p>A project's characteristics determine the process level to be used. As such the following partnering level applies to this contract.</p>
2.3.2.1	Contract Partnering Level C	This level of partnering discusses partnering concepts and benefits and should become a part of the pre-performance conference. The senior government and Contractor stakeholders present will jointly host the partnering sessions. The partners will determine the frequency of the follow-on sessions, The partnering sessions should be held at locations agreed to by the partners.
2.3.2.2	Contract Partnering Administration and Session Attendees	<p>Upon contract award, the ACO will contact the Contractor, Client(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering. The initial session must be scheduled as soon as possible after award of the contract. A partnership agreement, The Charter, should be in place as early as possible so issues arising, even before work begins, can be resolved using the issues resolution process. Replacement of Core Management Team members (stakeholders who attended the initial session and manage the contract work day-to-day) is discouraged since it will disrupt the synergy that has been developed. If replacement of a team member proves to be unavoidable, a follow-on partnering session must be held to officially turn the responsibilities of the position over to the new member.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees. Other stakeholders may attend if they desire or as recommended by the partners.</p> <p>For more information concerning Partnering read NAVFAC INSTRUCTION 11013.40A, which can be viewed in the Government's Contracts Office.</p> <p>NAVFAC Supervisory Performance Assessment Representative/Performance Assessment Representative Administrative Contracting Officer</p>

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>Contract Specialist</p> <p>CONTRACTOR Supervisor/Superintendent Quality Control Manager</p> <p>CLIENT Performance Assessment Representative</p>
2.3.3	Permits and Licenses	The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable federal, state and local laws and regulations. Provide evidence of such permits and licenses to the KO before work commences and at other times as requested by the KO.
2.3.4	Insurance	Within 15 days after award of this contract, the Contractor shall furnish the KO a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-05, INSURANCE – WORK ON A GOVERNMENT INSTALLATION. This insurance must be maintained during the performance period.
2.3.4.1	Certificate of Insurance	The Certificate of Insurance shall provide for at least 30 days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.
2.3.4.2	Minimum Insurance Amounts	<p>The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:</p> <p>Comprehensive General Liability: \$500,000 per occurrence Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage Workmen's Compensation: As required by Federal and State worker's compensation and occupational disease statutes Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers - Other as required by State Law.</p>
2.3.5	Protection of Government Property	During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to the Government.
2.3.6	Navy Marine Corps Intranet (NMCI)	Additional information about NMCI may be obtained at http://www.eds.com/nmci .
2.3.7	Instructions, Directives, and References	Applicable Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other directives, instructions, and references are listed in J-0200000-03 .
2.3.8	Forms	Refer to Section J for all forms referenced in this Annex, e.g. accident reporting, and damage reporting.
2.4	Government-Furnished Property, Materials	In accordance with NAVFAC Clause 5252.245-9300, GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES, and the following paragraphs, the Government will furnish or make available to the Contractor certain Government-owned facilities, utilities, materials, and equipment for use in connection with this contract.

0200000 - Management and Administration		
Spec Item	Title	Description
	and Services	
2.4.1	Government -Furnished Facilities (GFF)	None
2.4.2	Government -Furnished Utilities	None
2.4.3	Government -Furnished Materials (GFM)	None
2.4.4	Government -Furnished Equipment (GFE)	None
2.5	Contractor- Furnished Items	Except for items identified as Government Furnished, the Contractor shall provide all equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. The KO may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and PCB's shall not be brought on site. The KO may at any time require samples, Material Safety Data Sheets (MSDS), manufacturer's data cut sheets of materials used in this contract.
2.6	Managemen t	The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide staff with the necessary management expertise to assure performance objectives and standards are met.
2.6.1	Work Control	The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and status reports shall be provided when requested by the KO. A written status report of any item of work must be provided within two hours of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours.
2.7	Personnel Requirement s	The Contractor shall comply with the personnel requirements stated below.
2.7.1	Key Personnel	
2.7.1.1	Project Manager (PM)	The PM must have relevant experience at a comparable level of responsibility in projects of similar size, scope and complexity. The PM or alternate shall have full authority to act for the Contractor on all contract matters relating to this contract. The PM or alternate shall be available during the Government's regular working hours and shall be available on-site within four hours when requested by the Contracting Officer.
2.7.1.2	Quality Control Manager	The Contractor shall provide a QCM who shall have full authority and responsibility for assuring performance objectives and standards identified in this contract are met. The PM and QCM may be the same person.

0200000 - Management and Administration		
Spec Item	Title	Description
	(QCM)	
2.7.1.3	Site Safety and Health Officer (SSHO)	<p>A Contractor employee whose primary duty and responsibility is to prepare and enforce the Contractor's safety program on this contract. The SSHO shall have fulfilled the following pre-requisite training and experiences before being hired as the SSHO under this contract:</p> <p>The SSHO shall have satisfactory experience in preparing and enforcing the Contractor's safety program on contracts of similar size and complexity in the past, and have completed 10-hour OSHA safety class or equivalent within the last three years. The SSHO may be the same person as the project manager but shall have fulfilled the pre-requisite qualification and experience. <i>The SSHO may be the same person as the project manager.</i></p>
2.7.2	Employee Requirements	<p>The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety and environmental requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can read and understand printed regulations, detailed written orders, operating procedures, training instructions and materials.</p> <p>The Contractor shall ensure that all Contractor personnel have received proper safety training, appropriate to their respective jobs.</p> <p>The Contractor shall implement an ongoing training program that refreshes the safety skills, qualifications and awareness of the Contractor workforce on a regular, periodic basis. The details of the Contractor's safety training program shall be included as part of the Contractor's Accident Prevention Plan, as required in Spec Item 2.9.1.</p> <p>The Contractor shall submit within 15 days after Notice of Award, documentation of a valid State Drivers License (With all Endorsements required for the type of vehicle and its use) for each operator to be used in the performance of this Contract. The Contractor shall notify the Contracting Officer of any change in an operator's employment or license status and shall not allow an operator to be used in the performance of this Contract before submitting the above information to the Contracting Officer for approval.</p>
2.7.2.1	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.
2.7.2.2	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.7.2.3	Removal of Employees	The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.
2.7.2.4	Proof of Citizenship	No employee or representative of the Contractor will be admitted to the site of work unless satisfactory proof of citizenship is furnished, or, if an alien, legal residency within the United States is confirmed.
2.8	Security Requirements	The Contractor shall comply with all federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security / entrance clearances are obtained.
2.8.1	Employee	The Contractor shall maintain and provide upon request a current listing of employees.

0200000 - Management and Administration		
Spec Item	Title	Description
	Listing	The list shall include employee's name, social security number, and level of security clearance.
2.8.2	Vehicles	The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration. Submit a list of vehicles to be used during the term of this contract to the KO with the following information: 1) Make, 2) Year, 3) Type, 4) License Number, 5) Insurance Company, 6) Policy Number, 7) Expiration Date of Insurance Copies of the current registration and safety inspection cards for each vehicle listed.
2.8.3	Passes and Badges	All Contractor employees shall obtain the required employee and vehicle passes. The Government will issue badges without charge. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's pass and badge shall be returned within 3 calendar days.
2.8.4	Base Access	The Contractor may visit the following website for additional information, requirements and guidance for base access. http://www.cnrma.navy.mil/cnrma05/CVS.htm .
2.8.5	Security Requirements of Norfolk Naval Shipyard	Ensure that Contractor personnel employed at the Shipyard become familiar with and obey Shipyard regulations. Keep within the limits of the work and avenues of ingress and egress. Do not enter any restricted areas unless required to do so and even then not until cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification.
2.8.5.1	Special Security Requirements	Additional NNSY security and base access information can be obtained at the following web site http://www.nnsy1.navy.mil/Security/docs/Contractor%20Access%20Guidelines-July%2007.doc
2.8.5.2	Vehicle Searches	Vehicles are subject to search while entering, remaining in, or leaving the Shipyard. Government material being transported out of the CIA shall be covered by a Property Pass (OP-7), issued and signed by the Security Officer. Material found without a Property Pass will be confiscated and a police offense report issued.
2.8.5.3	Photographs	Unofficial photography is prohibited in the Naval Shipyard. When operationally required, submit a written request containing specific justification and details to the Security Officer prior to release.
2.8.5.4	Marine Corps Security Force (MCSF)	MCSF Battalion Atlantic, Fleet Anti-Terrorism Security Team or "FAST" will assist the Security Operations Division, Code 1121, in providing perimeter security during special operations at Norfolk Naval Shipyard. MCSF personnel perform duties within the controlled industrial area (CIA) and the non-industrial areas of the Shipyard. MCSF personnel can be easily identified by their combat dress which includes the following items: Camouflage utilities, radio, sidearm and shoulder fired weapons, field protective mask, cartridge belt, armored vest, and various types of ammunitions. Follow these guidelines when interfacing with MCSF personnel in performance of their duties.

0200000 - Management and Administration		
Spec Item	Title	Description
		<p>Individuals Shall:</p> <ol style="list-style-type: none"> 1) Follow all instructions received from Marines. 2) Obey all security signs posted on or around facilities protected by MCSF. Individuals who violate these areas are subject to apprehension, treated as intruders, detained for further investigation and/or administrative or disciplinary actions as deemed necessary/appropriate. 3) Report any security violations or hostile threats to one of the following: <ol style="list-style-type: none"> a) Marine Corps Corporal of the Guard b) DoD Security Police Officer c) Security Police Dispatcher, phone 396-7266 d) Code 1121 phone 396-1330/6-2883 e) Shipyard Duty Officer, phone 396-3221, (weekends, backshifts, and holidays). <p>Individuals Shall Not:</p> <ol style="list-style-type: none"> 1) Attempt to converse with, sneak up on, touch, or closely approach an armed Marine. 2) Make idle threats or joke about assets the MCSF are protecting or attempt to position yourself between MCSF personnel and these assets.
	Marine Corps Security Force (MCSF)	<ol style="list-style-type: none"> 3) Loiter near assets protected by MCSF or the MCSF barracks. <p>iii. Actions During Drills or Alerts;</p> <ol style="list-style-type: none"> 1) Stay well clear of MCSF response forces and avoid making any threatening gestures. 2) If possible, leave the vicinity of the DRILL/ALERT location, make your job radiological safe, seek a safe covered position near you and await further instructions from: <ol style="list-style-type: none"> a. Security personnel: Code 1121, Marines, and DOD Security Police. b. Code 105 control point personnel, if within a radiological controlled area. c. Your immediate supervisor. d. Ship's force, if shipboard or in dry dock. 3) Marines will treat all personnel in a courteous but forceful manner. You should report any disrespectful treatment by Marines to your immediate supervisor.
2.8.6	Oceana Requirements	See the requirements for flight line access in Section J (J 0200000-04)
2.9	Contractor Safety Program	The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1 and Public Law 91-596, Occupational Safety and Health Act; and Contractor shall submit a monthly exposure report to the Contracting Officer.
2.9.1	Accident Prevention	To ensure that the Contractor has a well organized and thorough Safety Program, the Contractor shall prepare an Accident Prevention Plan (APP). The APP shall be prepared

0200000 - Management and Administration		
Spec Item	Title	Description
	Plan (APP)	<p>by the Contractor's SSHO and shall be followed by all Contractor employees, subcontractors, and vendors at each service site. The APP shall follow the format and cover all topics as delineated in Appendix A of EM-385-1-1. The APP shall incorporate Activity Hazard Analyses (AHAs) and Situation Specific Safety Plans that are relevant to the site specific hazards and controls for each activity and type of work that may be encountered in the performance of this contract. Detailed requirements for AHAs and Hazard Specific Safety Plans are provided below.</p> <p>The Contractor's APP shall be submitted to the KO within 15 days following award for approval. The Contractor shall review, update, and submit the revised APP to the KO annually and within 15 calendar days whenever a change in work conditions, hazards, or activities occur.</p>
2.9.2	Activity Hazard Analysis (AHA)	<p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all common recurring work activities performed under this contract. AHAs shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. Specifically:</p> <ul style="list-style-type: none"> • For IDIQ contracts, the Contractor shall submit an AHA on task orders, with the associated proposal, whenever the service environment or required task is different from the firm-fixed-priced services. <p>AHAs shall follow format of Figure 1-1 of EM-385-1-1 and shall explain the following as detailed in the EM-385-1-1:</p> <ul style="list-style-type: none"> • the steps of the service process; • identify potential hazards that exist as a result of the Contractor's service process within the environment; • measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment; • specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment; • inspection requirements to assure service activity is safe; and • training of service personnel to be aware of potential hazards and measures or plans of actions to be used to remove hazards from service environment. <p>During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the KO for review and acceptance.</p>
2.9.3	Hazard Specific Safety Plans	<p>The Contractor shall develop and implement hazard specific safety plans, as listed below, as necessary for the situation or types of work to be performed under this contract. These hazard specific safety plans shall be submitted with the APP and shall be updated as situations change. Additional hazard specific safety plans developed as applicable when new types of work are required under this contract.</p>
2.9.3.1	Alcohol and Drug Abuse Prevention Plan	<p>The Contractor shall develop a plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Subpart 252.223-7004.</p>
2.9.3.2	Contingency Plan for Severe	<p>The Contractor shall develop a plan to explain how it will evacuate personnel in emergencies. This plan shall be prepared after reviewing paragraph 19.A.03 of EM 385-1-1.</p>

0200000 - Management and Administration		
Spec Item	Title	Description
	Weather	
2.9.3.3	Emergency Response Plan	A written plan delivered by the Contractor to explain how it will ensure safe evacuation of people during emergencies, before the hazard or natural disaster is imminent, and to minimize the consequences of accidents during evacuations. See Section 01E of EM 385-1-1.
2.9.3.4	Health Hazard Control Plan	The Contractor shall develop a plan to explain how it will determine the presence of hazardous or toxic agents at the service environment and explain what safety measures are to be taken. This plan shall satisfy relevant topics of Section 6 of EM385-1-1.
2.9.4	Accident Reporting	The Contractor shall report all accidents, mishaps, and near misses to the KO in a timely manner, as described below: <ul style="list-style-type: none"> • An initial report shall be developed by the Contractor and provided to the KO immediately after that an accident, or near miss, has occurred. The Contractor may not have all the facts and information regarding the actual incident or near miss at the time of the initial report, however, it is the Government's desire to receive notification of all mishap situations as early as possible. • The Contractor shall develop a follow-on report and shall provide a copy to the KO by close of business the day of the accident, or if the accident occurs after hours, at start of business the following morning. Follow-on reports shall be required daily until the contractor can send a final, conclusive report of the nature, cause, and outcome of the accident. • The Contractor shall provide a final report of the accident to the KO within 24 hours after completing the investigation of the accident.
2.9.5	Damage Reporting	The Contractor shall submit to the KO in the manner and on the forms prescribed by the Government all damage to Government property by Contractor employees.
2.10	Additional Safety Requirements for Norfolk Naval Shipyard	
2.10.1	Emergency Response Requirement	The Norfolk Naval Shipyard has instituted a requirement for all personnel to take shelter for personal safety in the event of certain emergencies. This policy includes Contractors, Subcontractors, and any person who is employed by the Contractor. The most appropriate protective action for certain emergencies is to take shelter. Personnel shall immediately seek shelter while an assessment is made of the threat and determinations are being made regarding subsequent actions such as "all clear" or selected building evacuations.
2.10.1.1	Notification	The primary means of alerting personnel shall be emergency alert signals. The alerting signal to seek shelter shall be three steady tones that last for thirty seconds separated by ten seconds of silence. The notification for "all clear" shall be three short tones repeated three times.
2.10.1.2	Sheltering	When personnel hear the alert signal, the area of work must be secured in a manner that will leave the site in a safe condition. Personnel shall seek shelter in the nearest occupied building in calm and orderly manner. If possible, secure all windows and doors and shut off ventilation. If working aboard ship, proceed into the interior of the ship and wait for further directions from official personnel. If in a vehicle, park the vehicle so that it does not block the normally traveled portion of the road and proceed into the nearest occupied building.
2.10.1.3	Evacuation	In the event of an evacuation, personnel shall receive directions from team members of the Crowd Control Center (CCC) or the building custodian acting on the directions from the

0200000 - Management and Administration		
Spec Item	Title	Description
		CCC. Contract personnel shall comply with instructions given at all times.
2.10.2	Access to Radiological Controlled Areas	Contractor personnel shall not, under any circumstances, enter a radiological controlled area or cross any posted radiological boundary. This paragraph applies to all phases of contract work. Radiation areas are posted with signs consistent with OSHA requirements. Ensure that employees are familiar with the radiation signs and symbols. All personnel entering the shipyard for the first time are required to receive radiological indoctrination training. Should contract workers encounter radiological postings and/or boundaries that appear to limit their ability to access or carry out their intended work, they shall notify their Contract Administrator for resolution of the problem.
2.10.2.1	Restrictions On Use of Yellow Materials	Contractors shall refrain from the use of yellow or yellow-orange materials for the following purposes: sheeting, tarpaulins, polyethylene bottles or other containers, tapes, bags, raingear, banding of identification marks on tools and boundary markers such as ribbons. Contractor generated yellow waste materials such as torn foul weather gear shall be disposed of by the contractor off-yard. Shipyard dumpsters and trashcans shall not be used for disposal of Contractor generated waste materials. Yellow colored items such as described above are of special significance within the shipyard and are subject to strict controls.
2.10.3	Disposal	
2.10.3.1	Non-Hazardous Waste	The Contractor shall dispose of debris and rubbish resulting from the work under this contract after determined to be non-usable and non-recyclable, off-installation, etc..
2.10.3.2	Spill Prevention, Containment, and Clean-up	The Contractor shall contain, clean up, and report all spills on Government property in a manner that complies with applicable federal, state, and local laws and regulations or otherwise stated herein, and the installation spill control plan at no cost to the Government.
2.11	Disaster Preparedness	The Contractor shall comply with the activity's Contingency Instruction. The Contractor shall prepare the installation before, and perform damage evaluation and emergency recovery after, natural disasters and other emergencies as directed by the KO.
2.12	IDIQ Work	IDIQ work is identified in each applicable annex or sub-annex. IDIQ work may consist of Unit Priced Tasks (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all IDIQ task work as ordered by the KO per Section G and DoD EMALL requirements in Section H. IDIQ work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the Schedule of Indefinite Quantity Work (Bid Schedule) in Section B on an as needed basis.
2.12.1	Unit Priced Task Work (Non-Negotiated)	A Unit Priced Task (UPT) is defined as an IDIQ work item that includes all direct and indirect costs plus profit associated with the particular unit of work. All materials and equipment (rented or owned) required for the accomplishment of a UPT shall be included within the respective exhibit line item prices. The FFP for the task order is determined by multiplying the exhibit line item unit prices by the quantities ordered. The Contractor is not required to submit cost estimates for UPTs.
2.12.1.1	Acceptance and Performance	The Contractor shall possess the capability to accept and perform IDIQ work via an electronic medium with Clients utilizing their Government Purchase Card (GPC). DoD EMALL is the electronic medium for authorized government personnel to place orders for service to the contractor. DOD EMALL is located at www.emall.dla.mil under NAVFAC contract. The contractor is required to report all IDIQ quantities ordered via EMALL monthly to FSCM.
2.12.1.2	Invoicing and	The Contractor shall possess the capability to invoice and receive payment for IDIQ work via an electronic medium with Clients utilizing their GPC. No partial or advance payments are provided.

0200000 - Management and Administration		
Spec Item	Title	Description
	Receiving Payment	Payment for completed EMALL orders will be made using the GPC. Reference "Payment by Third Party" clause (FAR 52.232-36). The Contractor shall submit one consolidated invoice for IDIQ work completed during the preceding month.
2.12.2	IDIQ ELINS	Refer to J-0200000-5 for IDIQ ELINS.

1700000 – Base Support Vehicles and Equipment		
Spec Item	Title	Description
1	General Information	The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to provide Fork Lift Truck Vehicle Rental / Lease for the entire NAVFAC MIDLANT area of operation. The Hampton Roads area consisting of: PWD Little Creek, PWD Oceana, PWD Norfolk, PWD Portsmouth, PWD Yorktown, PWD NSA Norfolk. The Northeast area consisting of: PWD Pennsylvania, PWD Earle, PWD Newport, PWD New London, and PWD Maine. North Carolina area consisting of: PWD MCAS Cherry Point, and PWD Camp Lejeune. The exact locations will be indicated in each Task Order by the Contracting Officer or DOD Email Order. This procurement is a MULTIPLE AWARD indefinite delivery-indefinite quantity (IDIQ) contract. We expect to award up to three contracts from this solicitation one for North East, one for Hampton Roads and one for North Carolina.

1700000 – Base Support Vehicles and Equipment		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	
2.2	Cost Account Code (CAC) Reporting	The basic set of accounts the Government uses to capture costs incurred during the fiscal year.
2.3	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for efficient operation, maintenance and repair within the BSVE function.
2.5	Records and Reports	Records and reports are listed in Section F of the solicitation. The Contractor shall submit accurate and complete documents within the required timeframes.
2.5.1	List of available Construction Equipment	Within 15 days following award/Annually, the Contractor shall provide a complete list of Construction equipment that will be available for this Contract including the age of each.
2.5.2	Evidence of Permits and Licenses	Within 15 days following award/Annually, the Contractor shall provide Evidence of Permits and Licenses for each fork lift truck to be provided.
2.6	Rental / Lease Equipment	
2.6.1	Equipment Preparation and Inspection	The Contractor shall prepare all equipment for service prior to delivery to the Government. The preparation shall include but not be limited to all maintenance as set forth in the manufacture's recommended equipment pre-service procedures. Equipment shall have all decals, warnings, lifting specification plate, and instructions affixed on the vehicle. The Contractors name and identification number shall be installed on each piece of equipment and be readable from 100 feet away. Each vehicle shall have a complete operational check prior to delivery.
2.6.2	Equipment Delivery	The Contractor shall deliver equipment within 24 hours of the order being placed unless delivery is requested at a date and time beyond the 24 hour time frame. Delivery shall be during regular Government working hours. The Contractor shall deliver to the location specified by the Contracting Officer.
2.6.3	Certification and Weight Testing	All equipment shall be certified and weight tested in accordance with OSHA standards. Written proof of all records of required safety and weight testing shall be forwarded to the Contracting Officer upon delivery of equipment. The Contractor shall maintain all records of safety and weight testing and shall keep all equipment certified on a regular schedule.
2.6.4	Preventative Maintenance	The Contractor shall provide regular preventative maintenance for all equipment under long term use by the government. Preventative maintenance shall be in accordance with the equipment manufacturer's recommendations. The date, time and location that preventative maintenance will be done shall be coordinated with the using activity.
2.6.5	Equipment Repair	The Contractor shall be responsible for all repairs to equipment. The contract shall be on site within four (4) hours of notification of a breakdown. Only the most minor repairs are to be made on site. Splicing a broken wire would be considered a minor repair. Any repairs beyond a minor nature shall be done at the Contractors repair facility. If repairs can not be completed within 8 hours of notification a replacement unit of the same type and capacity shall be provided at no additional cost to the Government. A replacement unit shall be an acceptable alternative to even minor on site repair. Delivery and pick up required as a result of equipment breakdown shall be at no cost to the Government.

1700000 – Base Support Vehicles and Equipment		
Spec Item	Title	Description
2.6.6	Equipment Operation	Government employees will operate equipment and will be responsible for normal operational type services including fueling, adding battery water, engine oil and water, and hydraulic fluids. The Government will be responsible for any fluid spills during operational checks. These services will be performed in the manner prescribed by the equipment manufacturers recommended operations and maintenance instructions.
2.6.7	Hazards to Equipment	The leased equipment may be exposed to an environment of salt air, blowing sand, sand blasting grit, dust, water, sand blasting residue, paint overspray and other hazards of an industrial environment. The leased equipment may be subject to use during multiple shift operations and during critical operations may be in use twenty four (24) hours per day for a period of time.
2.7	Rental Rate	The total rental cost for equipment shall be the line item bid rate.
2.7.1	Rental Rate Usage	The most advantageous rate, or combination of rates, to the Government shall apply. Example: If the indicial rental is at the daily rate and the equipment is kept for six days -- if the weekly rate (7days) is less than the daily cost for six days, then the weekly rate shall apply to the rental. Equipment will be used by multiple operators and may be used on more than one shift.
2.7.2	Daily Rental	The Government shall have the equipment available for its use for an entire 24 hour period, for each rental day, from delivery until the Government calls the Contractor to pick up the equipment.
2.7.3	Weekly Rental	The Government shall have the equipment available for its use for an entire seven days, for each rental week, from delivery until the Government calls the Contractor to pick up the equipment.
2.7.4	Monthly Rental	Government shall have the equipment available for its use for an entire thirty days, for each rental month, from delivery until the Government calls the Contractor to pick up the equipment.
2.7.5	Yearly Rental	Government shall have the equipment available for its use for an entire three hundred sixty five days, for each rental year, from delivery until the Government calls the Contractor to pick up the equipment.

1700000 – Base Support Vehicles and Equipment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3	FFP Work	NONE	NONE	NONE

1700000 – Base Support Vehicles and Equipment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
3.1.2				
4	IDIQ Work	IDIQ work may be ordered utilizing DoD EMALL in accordance with Section H or on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.	Refer to IDIQ ELINs for task listings, descriptions and related requirements. All periods of performance are measured from issue date of order to acceptance of the work. Performance Standards for IDIQ work will be the same as those in Spec Item 3 where applicable.	

Section E - Inspection and Acceptance

SECTION E

E.1 ACCEPTANCE

The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by the Government.

CLAUSES INCORPORATED BY FULL TEXT

E.2 CONTRACTOR QUALITY CONTROL (QC)

a. The Contractor shall establish and maintain a Quality Control Program in accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, to ensure that the work performed under the contract conforms to the contract requirements. The Contractor shall submit to the Contracting Officer, a Quality Control Plan (QCP) for approval 15 calendar days after award of the contract. A general description of the Contractor's Quality Control (QC) program shall be available for Government review during the preaward survey.

b. The Contractor's QCP shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.

c. The QCP shall include:

(1) A description of the Contractor's quality control system. The system must cover all contract services, specify work to be inspected on either a schedule or unscheduled basis, and describe how inspections are to be conducted.

(2) The name(s) and qualifications of the individual(s) responsible for performing the quality control inspections, and the extend of their authority.

(3) Provisions for recording the results of inspections and for recording corrective action taken.

(4) Provisions to update and revise the QCP during the performance of the contract.

d. A file of all Quality Control inspections both performed and scheduled, inspection results, and dates and details of corrective actions taken shall be maintained by the Contractor through the term of this contract. The file shall be the property of the Government and made available to the Contracting Officer during regular working hours. The file shall be turned over to completion/termination of the contract.

CLAUSES INCORPORATED BY FULL TEXT

E.3 GOVERNMENT QUALITY ASSURANCE (QA)

In accordance with the FAR 52.246-4, "INSPECTION OF SERVICES - FIXED PRICE" clause, Section E, each phase of the services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the tasks. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E. All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance Program and to vary the inspection methods utilized during the work, without notice to the Contractor.

E.4 PERFORMANCE EVALUATION MEETINGS

a. The Contractor shall meet with the Government's representative monthly during the first 3 months of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Contracting Officer, but not less than quarterly. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement within three calendar days.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9303 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES (OCT 2004)

The Contractor shall perform all of the contract requirements. The Government will inspect and assess Contractor performance in accordance with FAR 52.246-4, INSPECTION OF SERVICES – FIXED PRICE and the Section E provision entitled GOVERNMENT PERFORMANCE ASSESSMENT. The Government will require re-performance, withhold payment, or seek other suitable consideration for unsatisfactory or non-performed work. When defects can't be corrected by re-performance, the Government may reduce the price to reflect the reduced value of services performed.

(a) **PROCEDURES.** In the case of unsatisfactory or nonperformed work, the Government:

(1) may give the Contractor written notice of observed deficiencies prior to withholding payment for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for nonperformed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or nonperformed work.

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or nonperformed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within ___ hours of notice to the Contractor. In the case of other work, corrective action must be completed within ___ hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of ___ percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or nonperformed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the

Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of ____ percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of ____ percent of the computed cost.

(b) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

(c) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.249-8, "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" of Section I and all other remedies for default as may be provided by law.

(d) When WATCHSTANDING SERVICES apply. If the Contractor fails to provide qualified personnel or allows any post to be unmanned for a total of ____ minutes in any shift, the Government may assign other persons to perform such work or withhold payment as specified below:

(1) When Watchstanding Services are performed by Government employees, withholdings shall be computed based on the current Federal Pay Schedule including wages, retirement and fringe benefits of the Government employees (civilian or military) who actually performed the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of ____ percent of the computed cost.

(2) When non-performed Watchstanding Services are obtained under another contract, the Government will withhold an amount equal to the cost to the Government under that contract. In addition, the Government can assess liquidated damages, as referenced above, in the amount of ____ percent of the cost.

(3) If no guard replacement is furnished by the Government and the work is not performed, the Government will withhold an amount equal to the cost to the Government of having a Government employee perform the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of ____ percent of the computed cost.

(4) The Contractor will be held liable for property losses sustained by the Government as a direct, consequential result of a failure to furnish the required personnel.

(5) Computations of the costs for Government employees to perform work not performed by the Contractor shall be in conformance with FAR 52.222-42, "STATEMENT OF EQUIVALENT RATE FOR FEDERAL HIRES." (End of clause)

5252.246-9304 Estimating the Price of Nonperformed or Unsatisfactory Work. As prescribed in 46.407-100(b), insert the following clause:

**ESTIMATING THE PRICE OF NONPERFORMED OR
UNSATISFACTORY WORK (OCT 2004)**

In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the Government, estimating methods

may be used to determine an amount, which reflects the reduced value of services performed. The Government may estimate the cost using wage rates and fringe benefits included in the wage determinations included in the contract, Government estimates of the Contractor's overhead and profit rates, and Government estimates of material costs if applicable. Liquidated damages, to compensate the Government for administrative costs and other expenses resulting from the non-performed or unsatisfactory performance, will be calculated in accordance with the CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED WORK clause. (End of clause)

Section F - Deliveries or Performance

REPORTS					
<u>Annex / Sub-annex</u>	<u>Spec Item</u>	<u>Report Title</u>	<u>Quantity</u>	<u>Submit To</u>	<u>Due Date or Frequency</u>
0200000	2.3.4	Insurance	1	KO	15 days following award / Annually
0200000	2.6.3	Service Interruptions	2 or more	KO and effected tenants	7 days prior to required date or in emergencies as soon as practicable.
0200000	2.6.5.1	QC Inspection	1	KO	Should be available for review during regular Government working hours. File shall be turned over within 5 days of contract completion / termination.
0200000	2.8.1	Employee Listing	1	KO	15 days following award / Annually
0200000	2.9	Contractor Safety Program monthly exposure report	1	KO	monthly
0200000	2.9.1	Accident Prevention Plan (APP)	1	KO	Within 15 days following award, annually, and with each change in work condition
0200000	2.9.2	Activity Hazard Analysis (AHA)	1	KO	Submit with APP Submit with each task order.
0200000	2.9.3	Hazard Specific Safety Plans	1	KO	Submit with APP and with new types of work are to be required.
0200000	2.9.3.3	Alcohol and Drug Abuse Prevention Plan	1	KO	Within 15 days following award
0200000	2.9.3.15	Health Hazard Control Plan	1	KO	Within 15 days following award
0200000	2.9.4	Accident Reporting	Per event	KO	Immediately after an accident, a follow up report by COB the day of accident or the following day.
0200000	2.9.5	Damage Reporting	Per event	KO	No later than the day after damage
0200000	2.9.8	Safety Certification	1	KO	Before doing any work requiring Certification.
0200000	2.33	Warranty Management	As requested	KO	Prior to working on items covered by warranty
1700000	2.5.1	List of Fork lift Trucks	As requested	KO	15 days following award / Annually Maintain current and provide to KO upon request
1700000	2.5.2	Evidence of Permits and Licenses	1	KO	15 days following award / Annually

Section G - Contract Administration Data

Section H - Special Contract Requirements

HISTORICAL AND ARCHAEOLOGICAL RESOURCES

Carefully protect in-place and report immediately to the Contracting Officer historical and archaeological items or human skeletal remains discovered in the course of work. Stop work in the immediate area of the discovery until directed by the Contracting Officer to resume work. The Government retains ownership and control over historical and archaeological resources.

NFAS 16.504-103 DOD EMALL CONTRACTS

Contractor Support of Electronic Contracting (DOD EMALL)

The contractor is required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government Purchase Card (GPC) program. When receiving GPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.

The contractor agrees to accept and process electronically submitted GPC orders for IQ services, including those orders issued through the DOD EMALL. The DOD EMALL is a U.S. Government (USG) owned and operated web-based ordering system that enables any Department of Defense (DOD) or Federal activity to search for and order goods and services. Authorized GPC users will receive approved accounts on DOD EMALL to view and order IQ line items.

The contractor is required to receive electronic IQ orders from the DOD EMALL using 128-bit encrypted email. The contractor agrees to purchase, install, and utilize the most recent version of PGP Personal software, or a comparable solution, for the purpose of decrypting order notification emails from the DOD EMALL. In addition, the DoD has established the External Certification Authority (ECA) program to support the issuance of DoD-approved certificates to contractors. The ECA program is designed to provide the mechanism for contractors to securely communicate with the DoD and authenticate to DoD Information Systems. The contractor agrees to purchase, install, maintain and use a DoD-approved ECA certificate. Information on obtaining an ECA certificate can be found at <http://iase.disa.mil/pki/eca/certificate.html>.

The contractor shall post updates on order delivery schedule and performance to the DOD EMALL in a timely manner.

The contractor shall track quantities and report total ordered quantity in DOD EMALL and approved DD 1155's by line item number each month and year-to-date. The report shall be due to the Contracting Officer by the fifth day of the following month. The contractor must track and report when total dollar value of all orders from both GPC purchases and DD 1155s exceed 75% of the combined Section B Pre-Priced Line Item quantities."

DOD EMALL orders will not exceed \$100,000.00 for services and construction.

No IDIQ orders will be accepted for processing through a NAVFAC contract's office that can be ordered directly by the client through DOD EMALL unless approved by a waiver. It is the intent that IDIQ or combination FP/IDIQ contracts will be placed on DOD EMALL. If a contract has been posted on DOD EMALL and a client request a task order be issued not using DOD EMALL, a waiver by the Echelon III CCO is required for each order. In no case shall the waiver process be utilized to provide a customer the flexibility to circumvent use of DOD EMALL. Use of blanket delivery orders will only be utilized when a waiver has been granted by the Echelon III CCO.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-6	Brand Name or Equal	AUG 1999
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.211-16	Variation In Quantity	APR 1984
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-20 Alt I	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) - Alternate I	OCT 1997
52.216-18	Ordering	OCT 1995
52.216-19	Order Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.216-23	Execution And Commencement Of Work	APR 1984
52.216-24	Limitation Of Government Liability	APR 1984
52.216-25	Contract Definitization	OCT 1997
52.216-25 Alt I	Contract Definitization (Oct 1997) - Alternate I	APR 1984
52.217-8	Option To Extend Services	NOV 1999
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	OCT 2008
52.219-23 Alt I	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) Alternate I	JUN 2003
52.219-24	Small Disadvantaged Business Participation Program-- Targets	OCT 2000
52.219-25	Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting	APR 2008
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside	MAY 2004
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-3	Convict Labor	JUN 2003
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products	FEB 2001
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	AUG 2009
52.222-21	Prohibition Of Segregated Facilities	FEB 1999

52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	SEP 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.225-1	Buy American Act--Supplies	FEB 2009
52.225-18	Place of Manufacture	SEP 2006
52.226-3	Disaster or Emergency Area Representative	NOV 2007
52.226-4	Notice of Disaster or Emergency Area Set-Aside	NOV 2007
52.226-5	Restrictions on Subcontracting Outside Disaster or Emergency Area	NOV 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-10	Vehicular and General Public Liability Insurance	APR 1984
52.232-17	Interest	OCT 2008
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-30	Installment Payments for Commercial Items	OCT 1995
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	FEB 2010
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-5	Material and Workmanship	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.243-4	Changes	JUN 2007
52.246-20	Warranty Of Services	MAY 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.250-2	SAFETY Act Coverage Not Applicable	FEB 2009
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

252.243-7002 Requests for Equitable Adjustment

MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of three (3) Multiple IDIQ contracts resulting from this solicitation.

(End of provision)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

5252.216-9312 MINIMUM AND MAXIMUM QUANTITIES (JUN 1994)

As referred to in paragraph (b) of FAR 52.216-22, INDEFINITE QUANTITY clause, the contract minimum quantity is % of the estimated total quantity. Should the Government fail to place orders totaling the amount of the contract minimum quantity, the provisions of Clause entitled, "[Insert title of FAR 52.249-1 or 52.249-2](#)" shall apply to the unordered amount of the contract minimum quantity. The maximum quantity shall not be exceeded except as may be provided for formal modification to the contract.

5252.217-9301 OPTION TO EXTEND THE TERM OF THE CONTRACT – SERVICES (JUN 1994)

(a) The Government may extend the term of this contract for a term of one (1) to twelve (12) months by written notice to the Contractor within the performance period specified in the Schedule; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

5252 If the Government exercises this option, the extended contract shall be considered to include this option provision.

- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed months. (Insert number of months) (End of Clause)

5252.237-9301, SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the consent on substitutions. No change in fixed unit prices may occur as a result of key personnel substitutions.

5252.246-9305 Government Performance Assessment (OCT 2004)

In accordance with FAR 52.246-4, INSPECTION OF SERVICES - FIXED PRICE clause, Section E, each phase of services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the tasks. The Government will employ a variety of inspection methods and frequencies in order to assess the degree to which all service deliverables conform to contract performance standards. The Government may vary these inspection methods/frequencies as dictated by actual performance status. The results of all inspections will be documented and submitted to the Government Performance Assessment Board for periodic review, as set forth in the Government's Performance Assessment Plan.

The Government's Performance Assessment Plan is not a substitute for Contractor quality control. Government Performance Assessment Representatives will regularly assess deliverables for conformance to contract performance objectives and standards. If a performance inconsistency is apparent in the basic service deliverable (e.g., slight appearance of improved grounds), inspection will then be focused on component elements of the deliverable (e.g., mowing, edging). For any non-conformances identified at this level, assessment may then include review of Contractor material representations (e.g., Quality Management System).

Performance assessments will be used as input into any Award Option and/or Award/Incentive Fee decisions, the performance documentation requirements of FAR 42.15, and to substantiate any findings of non-conforming services in accordance with FAR 52.246-4.

Government performance assessment will also address any risks associated with future service deliverables. Current performance status, process outputs, trend data, and the material representations of the Contractor's technical proposal will all be considered as necessary in determining the likelihood of achieving required performance outcomes for deliverables that are not yet completed.

In the event the Government performance assessment indicates a high risk of future non-conforming services outcomes, the Contractor will be required to take pre-emptive/corrective action. The Contractor may receive reduced/negative performance evaluations until such time as quality control is restored and performance risks are mitigated.

Any non-conforming deliverables will be identified during periodic performance assessment meetings, and form the basis for price reduction or other consideration in accordance with FAR 52.246-4. Any such adjustments will be processed by the Contracting Officer and result in a formal contract modification. (End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

SECTION J 10-2816 REGIONAL FORKLIFT RENTAL / LEASE CONTRACT DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS TABLE OF CONTENTS	
<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-0200000-01	Acronyms
J-0200000-02	Wage Determinations
J-0200000-03	References, Instructions, Directives
J-0200000-04	IDIQ ELINs
J-0200000-05	Past Performance Questionnaire
J-0200000-06	Corporate Experience Form

ATTACHMENT J-0200000-01

ACRONYMS

Acronym	Title
ACO	Administrative Contracting Officer
APWO/DPWO	Assistant Public Works Officer/Deputy Public Works Officer
CA	Contract Administrator
CDR	Contract Discrepancy Report
CIA	Controlled Industrial Area
CM/KRPM	Contract Manager/Contractor Project Manager
CMMS	Computerized Maintenance Management System
CO	Commanding Officer
Construction PLM/C	Construction Product Line Manager/Coordinator
COR	Condition of Readiness
CS	Contract Specialist
DoD	Department of Defense
DoN	Department of Navy
DRMO	Defense Reutilization Management Office
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
FAR	Federal Acquisition Regulation
FEAD	Facilities Engineering Acquisition Division Director
FFP	Firm Fixed Price
FSC	Facility Support Contract
FSCM	Facility Support Contract Manager
FSC PM/L	Facility Support Contract Project Manager/Leader
GFE	Government-furnished Equipment
GFF	Government-furnished Facilities
GFM	Government-furnished Materials
GPWS	Guide Performance Work Statements
HCA	Head Contracting Agency
ICO/IXO	Installation Commanding Officer/Installation Executive Officer
ICP	Integrated Contingency Plan
IDIQ	Indefinite Delivery Indefinite Quantity
KO	Contracting Officer
LAN	Local Area Network
MSDS	Material Safety Data Sheets
NAVFAC	Naval Facilities Engineering Command
NMCI	Navy Marine Corps Intranet
NOSC	Navy-On-Scene Coordinator
PAP	Performance Assessment Plan
PAR	Performance Assessment Representative
PAW	Performance Assessment Worksheet
PCO	Procuring Contracting Officer
PEO	Program Executive Officer
PM	Project Manager
PRCSP	Permit Required Confined Space Program
PWD	Public Works Department
PWO	Public Works Officer
PWS	Performance Work Statement
QC	Quality Control

RE	Engineer, Navy Region
RCOM/DRCOM	Commander, Navy Region/Dep. Commander, Navy Region
ROICC	NAME HAS BEEN CHANGED SEE FEAD
SC	Security Clearances
SPAR	Senior Performance Assessment Representative
SubKR Reps	Subcontractor Representatives
TE	Technical Exhibit
TRCO	Technical Representative of the Commanding Officer
VIQ	Variation in Quantity
WBS	Work Breakdown Structure
XO	Executive Officer

ATTACHMENT J-0200000-02
<u>WAGE DETERMINATIONS</u>
TO BE ADDED BY CONTRACT SPECIALIST

WD 05-2543 (Rev.-11) was first posted on www.wdol.gov on 05/04/2010

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Shirley F. Ebbesen Division of Director Wage Determinations	Wage Determination No.: 2005-2543 Revision No.: 11 Date Of Revision: 04/23/2010

States: North Carolina, Virginia

Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans
 Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.03
01012 - Accounting Clerk II		15.74
01013 - Accounting Clerk III		17.61
01020 - Administrative Assistant		22.28
01040 - Court Reporter		17.11
01051 - Data Entry Operator I		11.94
01052 - Data Entry Operator II		13.90
01060 - Dispatcher, Motor Vehicle		16.01
01070 - Document Preparation Clerk		13.21
01090 - Duplicating Machine Operator		13.21
01111 - General Clerk I		12.08
01112 - General Clerk II		13.78
01113 - General Clerk III		15.47
01120 - Housing Referral Assistant		19.08
01141 - Messenger Courier		12.22
01191 - Order Clerk I		13.46
01192 - Order Clerk II		17.61
01261 - Personnel Assistant (Employment) I		16.22
01262 - Personnel Assistant (Employment) II		18.14
01263 - Personnel Assistant (Employment) III		20.23
01270 - Production Control Clerk		23.57
01280 - Receptionist		12.28
01290 - Rental Clerk		14.15
01300 - Scheduler, Maintenance		15.30
01311 - Secretary I		15.30
01312 - Secretary II		17.11
01313 - Secretary III		19.08
01320 - Service Order Dispatcher		15.37
01410 - Supply Technician		22.28
01420 - Survey Worker		13.82
01531 - Travel Clerk I		11.49
01532 - Travel Clerk II		12.26
01533 - Travel Clerk III		13.09
01611 - Word Processor I		13.38
01612 - Word Processor II		15.02
01613 - Word Processor III		16.80
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.47
05010 - Automotive Electrician		21.03
05040 - Automotive Glass Installer		20.09
05070 - Automotive Worker		20.09
05110 - Mobile Equipment Servicer		18.15
05130 - Motor Equipment Metal Mechanic		22.02
05160 - Motor Equipment Metal Worker		20.09
05190 - Motor Vehicle Mechanic		22.02
05220 - Motor Vehicle Mechanic Helper		17.13
05250 - Motor Vehicle Upholstery Worker		19.10
05280 - Motor Vehicle Wrecker		20.09
05310 - Painter, Automotive		21.03
05340 - Radiator Repair Specialist		19.10

05370 - Tire Repairer	13.37
05400 - Transmission Repair Specialist	22.02
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.48
07041 - Cook I	10.11
07042 - Cook II	11.21
07070 - Dishwasher	8.12
07130 - Food Service Worker	9.74
07210 - Meat Cutter	15.33
07260 - Waiter/Waitress	8.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.23
09040 - Furniture Handler	14.67
09080 - Furniture Refinisher	17.63
09090 - Furniture Refinisher Helper	14.36
09110 - Furniture Repairer, Minor	16.02
09130 - Upholsterer	18.34
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.41
11060 - Elevator Operator	11.41
11090 - Gardener	13.67
11122 - Housekeeping Aide	11.92
11150 - Janitor	11.92
11210 - Laborer, Grounds Maintenance	11.41
11240 - Maid or Houseman	8.93
11260 - Pruner	11.63
11270 - Tractor Operator	12.88
11330 - Trail Maintenance Worker	11.41
11360 - Window Cleaner	12.64
12000 - Health Occupations	
12010 - Ambulance Driver	16.84
12011 - Breath Alcohol Technician	16.09
12012 - Certified Occupational Therapist Assistant	24.34
12015 - Certified Physical Therapist Assistant	24.89
12020 - Dental Assistant	15.56
12025 - Dental Hygienist	33.25
12030 - EKG Technician	23.73
12035 - Electroneurodiagnostic Technologist	23.73
12040 - Emergency Medical Technician	16.84
12071 - Licensed Practical Nurse I	14.39
12072 - Licensed Practical Nurse II	16.09
12073 - Licensed Practical Nurse III	17.95
12100 - Medical Assistant	13.48
12130 - Medical Laboratory Technician	17.16
12160 - Medical Record Clerk	13.96
12190 - Medical Record Technician	15.61
12195 - Medical Transcriptionist	14.13
12210 - Nuclear Medicine Technologist	30.53
12221 - Nursing Assistant I	9.46
12222 - Nursing Assistant II	10.27
12223 - Nursing Assistant III	11.21
12224 - Nursing Assistant IV	12.58
12235 - Optical Dispenser	18.17
12236 - Optical Technician	15.08
12250 - Pharmacy Technician	17.33
12280 - Phlebotomist	12.58
12305 - Radiologic Technologist	25.40
12311 - Registered Nurse I	24.37
12312 - Registered Nurse II	29.81
12313 - Registered Nurse II, Specialist	29.81
12314 - Registered Nurse III	36.07
12315 - Registered Nurse III, Anesthetist	36.07
12316 - Registered Nurse IV	43.23
12317 - Scheduler (Drug and Alcohol Testing)	19.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.46
13012 - Exhibits Specialist II	25.36
13013 - Exhibits Specialist III	29.19
13041 - Illustrator I	20.00
13042 - Illustrator II	24.56
13043 - Illustrator III	29.80
13047 - Librarian	32.67
13050 - Library Aide/Clerk	10.41
13054 - Library Information Technology Systems	23.82

Administrator		
13058 - Library Technician		16.78
13061 - Media Specialist I		16.68
13062 - Media Specialist II		18.66
13063 - Media Specialist III		20.80
13071 - Photographer I		13.93
13072 - Photographer II		18.46
13073 - Photographer III		22.43
13074 - Photographer IV		24.90
13075 - Photographer V		30.14
13110 - Video Teleconference Technician		15.93
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.56
14042 - Computer Operator II		17.40
14043 - Computer Operator III		19.41
14044 - Computer Operator IV		21.57
14045 - Computer Operator V		23.88
14071 - Computer Programmer I	(see 1)	20.07
14072 - Computer Programmer II	(see 1)	24.57
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.56
14160 - Personal Computer Support Technician		21.57
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		33.24
15020 - Aircrew Training Devices Instructor (Rated)		40.21
15030 - Air Crew Training Devices Instructor (Pilot)		48.04
15050 - Computer Based Training Specialist / Instructor		32.44
15060 - Educational Technologist		29.72
15070 - Flight Instructor (Pilot)		48.04
15080 - Graphic Artist		24.28
15090 - Technical Instructor		20.94
15095 - Technical Instructor/Course Developer		25.61
15110 - Test Proctor		17.61
15120 - Tutor		17.61
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.54
16030 - Counter Attendant		8.54
16040 - Dry Cleaner		10.70
16070 - Finisher, Flatwork, Machine		8.54
16090 - Presser, Hand		8.54
16110 - Presser, Machine, Drycleaning		8.54
16130 - Presser, Machine, Shirts		8.54
16160 - Presser, Machine, Wearing Apparel, Laundry		8.54
16190 - Sewing Machine Operator		11.44
16220 - Tailor		12.22
16250 - Washer, Machine		9.27
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.51
19040 - Tool And Die Maker		24.69
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.55
21030 - Material Coordinator		23.57
21040 - Material Expediter		23.57
21050 - Material Handling Laborer		11.27
21071 - Order Filler		11.49
21080 - Production Line Worker (Food Processing)		15.55
21110 - Shipping Packer		13.83
21130 - Shipping/Receiving Clerk		13.83
21140 - Store Worker I		12.41
21150 - Stock Clerk		15.52
21210 - Tools And Parts Attendant		15.55
21410 - Warehouse Specialist		15.55
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.29
23021 - Aircraft Mechanic I		22.18
23022 - Aircraft Mechanic II		23.29
23023 - Aircraft Mechanic III		24.37
23040 - Aircraft Mechanic Helper		16.35
23050 - Aircraft, Painter		20.20
23060 - Aircraft Servicer		18.22

23080 - Aircraft Worker	19.17
23110 - Appliance Mechanic	19.24
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	23.93
23130 - Carpenter, Maintenance	19.24
23140 - Carpet Layer	18.79
23160 - Electrician, Maintenance	21.90
23181 - Electronics Technician Maintenance I	22.38
23182 - Electronics Technician Maintenance II	23.53
23183 - Electronics Technician Maintenance III	24.70
23260 - Fabric Worker	17.81
23290 - Fire Alarm System Mechanic	20.20
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	20.48
23312 - Fuel Distribution System Operator	16.73
23370 - General Maintenance Worker	18.30
23380 - Ground Support Equipment Mechanic	22.18
23381 - Ground Support Equipment Servicer	18.22
23382 - Ground Support Equipment Worker	19.17
23391 - Gunsmith I	16.50
23392 - Gunsmith II	18.33
23393 - Gunsmith III	20.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.20
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.31
23430 - Heavy Equipment Mechanic	20.03
23440 - Heavy Equipment Operator	20.20
23460 - Instrument Mechanic	19.24
23465 - Laboratory/Shelter Mechanic	11.27
23470 - Laborer	11.27
23510 - Locksmith	19.31
23530 - Machinery Maintenance Mechanic	20.28
23550 - Machinist, Maintenance	19.32
23580 - Maintenance Trades Helper	16.29
23591 - Metrology Technician I	21.03
23592 - Metrology Technician II	22.04
23593 - Metrology Technician III	22.96
23640 - Millwright	25.71
23710 - Office Appliance Repairer	19.24
23760 - Painter, Maintenance	19.24
23790 - Pipefitter, Maintenance	20.23
23810 - Plumber, Maintenance	19.31
23820 - Pneudraulic Systems Mechanic	20.20
23850 - Rigger	20.52
23870 - Scale Mechanic	18.30
23890 - Sheet-Metal Worker, Maintenance	20.20
23910 - Small Engine Mechanic	19.24
23931 - Telecommunications Mechanic I	23.97
23932 - Telecommunications Mechanic II	25.18
23950 - Telephone Lineman	22.88
23960 - Welder, Combination, Maintenance	19.47
23965 - Well Driller	19.93
23970 - Woodcraft Worker	20.20
23980 - Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.58
24580 - Child Care Center Clerk	13.48
24610 - Chore Aide	7.66
24620 - Family Readiness And Support Services Coordinator	13.31
24630 - Homemaker	14.24
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.80
25040 - Sewage Plant Operator	20.01
25070 - Stationary Engineer	20.80
25190 - Ventilation Equipment Tender	15.80
25210 - Water Treatment Plant Operator	20.01
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.96
27007 - Baggage Inspector	12.01
27008 - Corrections Officer	18.71
27010 - Court Security Officer	20.29
27030 - Detection Dog Handler	15.31

27040 - Detention Officer	18.71
27070 - Firefighter	19.65
27101 - Guard I	12.01
27102 - Guard II	15.31
27131 - Police Officer I	22.07
27132 - Police Officer II	24.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.47
28042 - Carnival Equipment Repairer	10.99
28043 - Carnival Equipment Worker	8.21
28210 - Gate Attendant/Gate Tender	14.30
28310 - Lifeguard	12.22
28350 - Park Attendant (Aide)	15.60
28510 - Recreation Aide/Health Facility Attendant	11.68
28515 - Recreation Specialist	19.83
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	15.63
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.73
29020 - Hatch Tender	20.73
29030 - Line Handler	20.73
29041 - Stevedore I	19.71
29042 - Stevedore II	21.80
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	18.28
30022 - Archeological Technician II	19.03
30023 - Archeological Technician III	25.14
30030 - Cartographic Technician	26.68
30040 - Civil Engineering Technician	25.15
30061 - Drafter/CAD Operator I	18.85
30062 - Drafter/CAD Operator II	21.09
30063 - Drafter/CAD Operator III	23.52
30064 - Drafter/CAD Operator IV	28.93
30081 - Engineering Technician I	17.82
30082 - Engineering Technician II	19.79
30083 - Engineering Technician III	22.59
30084 - Engineering Technician IV	27.42
30085 - Engineering Technician V	33.54
30086 - Engineering Technician VI	40.58
30090 - Environmental Technician	21.87
30210 - Laboratory Technician	20.41
30240 - Mathematical Technician	26.68
30361 - Paralegal/Legal Assistant I	16.04
30362 - Paralegal/Legal Assistant II	19.88
30363 - Paralegal/Legal Assistant III	24.32
30364 - Paralegal/Legal Assistant IV	29.42
30390 - Photo-Optics Technician	26.68
30461 - Technical Writer I	23.10
30462 - Technical Writer II	28.24
30463 - Technical Writer III	34.17
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.52
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.61
31030 - Bus Driver	14.66
31043 - Driver Courier	13.40
31260 - Parking and Lot Attendant	9.25
31290 - Shuttle Bus Driver	14.22
31310 - Taxi Driver	11.32
31361 - Truckdriver, Light	14.22
31362 - Truckdriver, Medium	15.59
31363 - Truckdriver, Heavy	17.75
31364 - Truckdriver, Tractor-Trailer	17.75
99000 - Miscellaneous Occupations	
99030 - Cashier	8.95

99050 - Desk Clerk	9.12
99095 - Embalmer	23.61
99251 - Laboratory Animal Caretaker I	9.86
99252 - Laboratory Animal Caretaker II	10.47
99310 - Mortician	30.76
99410 - Pest Controller	15.66
99510 - Photofinishing Worker	11.61
99710 - Recycling Laborer	16.46
99711 - Recycling Specialist	18.57
99730 - Refuse Collector	15.17
99810 - Sales Clerk	11.04
99820 - School Crossing Guard	11.64
99830 - Survey Party Chief	18.10
99831 - Surveying Aide	11.30
99832 - Surveying Technician	16.46
99840 - Vending Machine Attendant	12.92
99841 - Vending Machine Repairer	15.13
99842 - Vending Machine Repairer Helper	12.92

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 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 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

WD 05-2241 (Rev.-10) was first posted on www.wdol.gov on 05/18/2010

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2241
Revision No.: 10
Date Of Revision: 05/13/2010

State: Maine
Area: Maine Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.90
01012 - Accounting Clerk II		14.49
01013 - Accounting Clerk III		16.20
01020 - Administrative Assistant		19.33
01040 - Court Reporter		18.63
01051 - Data Entry Operator I		12.24
01052 - Data Entry Operator II		13.64
01060 - Dispatcher, Motor Vehicle		16.55
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.24
01111 - General Clerk I		12.23
01112 - General Clerk II		13.35
01113 - General Clerk III		14.98
01120 - Housing Referral Assistant		17.87
01141 - Messenger Courier		12.47
01191 - Order Clerk I		11.69
01192 - Order Clerk II		14.38
01261 - Personnel Assistant (Employment) I		13.75
01262 - Personnel Assistant (Employment) II		15.38
01263 - Personnel Assistant (Employment) III		17.15
01270 - Production Control Clerk		19.89
01280 - Receptionist		11.61
01290 - Rental Clerk		11.05
01300 - Scheduler, Maintenance		14.32
01311 - Secretary I		14.32
01312 - Secretary II		16.02
01313 - Secretary III		17.87
01320 - Service Order Dispatcher		12.25
01410 - Supply Technician		19.85
01420 - Survey Worker		12.37
01531 - Travel Clerk I		12.99
01532 - Travel Clerk II		14.07
01533 - Travel Clerk III		15.16
01611 - Word Processor I		13.00
01612 - Word Processor II		14.73
01613 - Word Processor III		16.34
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		16.40
05010 - Automotive Electrician		16.16
05040 - Automotive Glass Installer		15.07
05070 - Automotive Worker		15.07
05110 - Mobile Equipment Servicer		13.79
05130 - Motor Equipment Metal Mechanic		16.22
05160 - Motor Equipment Metal Worker		15.08
05190 - Motor Vehicle Mechanic		16.22
05220 - Motor Vehicle Mechanic Helper		13.74
05250 - Motor Vehicle Upholstery Worker		14.44
05280 - Motor Vehicle Wrecker		15.07
05310 - Painter, Automotive		16.16
05340 - Radiator Repair Specialist		15.07
05370 - Tire Repairer		11.67
05400 - Transmission Repair Specialist		16.22
07000 - Food Preparation And Service Occupations		

07010 - Baker	12.43
07041 - Cook I	12.01
07042 - Cook II	13.30
07070 - Dishwasher	8.72
07130 - Food Service Worker	10.11
07210 - Meat Cutter	15.18
07260 - Waiter/Waitress	10.00
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.33
09040 - Furniture Handler	12.99
09080 - Furniture Refinisher	16.03
09090 - Furniture Refinisher Helper	13.66
09110 - Furniture Repairer, Minor	14.95
09130 - Upholsterer	17.57
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.97
11060 - Elevator Operator	10.97
11090 - Gardener	14.40
11122 - Housekeeping Aide	12.17
11150 - Janitor	12.17
11210 - Laborer, Grounds Maintenance	12.41
11240 - Maid or Houseman	10.01
11260 - Pruner	14.10
11270 - Tractor Operator	13.90
11330 - Trail Maintenance Worker	12.41
11360 - Window Cleaner	12.99
12000 - Health Occupations	
12010 - Ambulance Driver	13.64
12011 - Breath Alcohol Technician	16.92
12012 - Certified Occupational Therapist Assistant	22.15
12015 - Certified Physical Therapist Assistant	20.14
12020 - Dental Assistant	16.26
12025 - Dental Hygienist	29.04
12030 - EKG Technician	25.37
12035 - Electroneurodiagnostic Technologist	25.37
12040 - Emergency Medical Technician	13.64
12071 - Licensed Practical Nurse I	15.31
12072 - Licensed Practical Nurse II	17.12
12073 - Licensed Practical Nurse III	19.10
12100 - Medical Assistant	13.94
12130 - Medical Laboratory Technician	17.56
12160 - Medical Record Clerk	13.54
12190 - Medical Record Technician	15.14
12195 - Medical Transcriptionist	15.17
12210 - Nuclear Medicine Technologist	32.44
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.28
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.81
12235 - Optical Dispenser	15.53
12236 - Optical Technician	13.16
12250 - Pharmacy Technician	12.99
12280 - Phlebotomist	13.81
12305 - Radiologic Technologist	26.94
12311 - Registered Nurse I	23.39
12312 - Registered Nurse II	28.61
12313 - Registered Nurse II, Specialist	28.61
12314 - Registered Nurse III	34.61
12315 - Registered Nurse III, Anesthetist	34.61
12316 - Registered Nurse IV	41.48
12317 - Scheduler (Drug and Alcohol Testing)	20.25
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.25
13012 - Exhibits Specialist II	20.11
13013 - Exhibits Specialist III	24.96
13041 - Illustrator I	16.25
13042 - Illustrator II	20.11
13043 - Illustrator III	24.62
13047 - Librarian	20.94
13050 - Library Aide/Clerk	10.82
13054 - Library Information Technology Systems Administrator	18.92
13058 - Library Technician	13.80
13061 - Media Specialist I	13.64

13062 - Media Specialist II	15.26
13063 - Media Specialist III	17.02
13071 - Photographer I	14.36
13072 - Photographer II	19.74
13073 - Photographer III	24.42
13074 - Photographer IV	29.89
13075 - Photographer V	36.16
13110 - Video Teleconference Technician	17.37
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.31
14042 - Computer Operator II	17.13
14043 - Computer Operator III	19.11
14044 - Computer Operator IV	21.64
14045 - Computer Operator V	23.50
14071 - Computer Programmer I	(see 1) 18.41
14072 - Computer Programmer II	(see 1) 22.82
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.31
14160 - Personal Computer Support Technician	25.11
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.51
15020 - Aircrew Training Devices Instructor (Rated)	33.68
15030 - Air Crew Training Devices Instructor (Pilot)	37.03
15050 - Computer Based Training Specialist / Instructor	26.00
15060 - Educational Technologist	23.27
15070 - Flight Instructor (Pilot)	37.03
15080 - Graphic Artist	21.34
15090 - Technical Instructor	18.11
15095 - Technical Instructor/Course Developer	22.15
15110 - Test Proctor	14.61
15120 - Tutor	14.61
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.12
16030 - Counter Attendant	10.12
16040 - Dry Cleaner	12.26
16070 - Finisher, Flatwork, Machine	10.12
16090 - Presser, Hand	10.12
16110 - Presser, Machine, Drycleaning	10.12
16130 - Presser, Machine, Shirts	10.12
16160 - Presser, Machine, Wearing Apparel, Laundry	10.12
16190 - Sewing Machine Operator	12.92
16220 - Tailor	13.62
16250 - Washer, Machine	10.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.32
19040 - Tool And Die Maker	23.65
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.40
21030 - Material Coordinator	19.89
21040 - Material Expediter	19.89
21050 - Material Handling Laborer	11.87
21071 - Order Filler	10.55
21080 - Production Line Worker (Food Processing)	14.40
21110 - Shipping Packer	13.50
21130 - Shipping/Receiving Clerk	13.50
21140 - Store Worker I	12.70
21150 - Stock Clerk	15.48
21210 - Tools And Parts Attendant	14.40
21410 - Warehouse Specialist	14.40
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.19
23021 - Aircraft Mechanic I	21.39
23022 - Aircraft Mechanic II	22.19
23023 - Aircraft Mechanic III	23.00
23040 - Aircraft Mechanic Helper	17.30
23050 - Aircraft, Painter	20.55
23060 - Aircraft Servicer	18.89
23080 - Aircraft Worker	19.72
23110 - Appliance Mechanic	17.30
23120 - Bicycle Repairer	12.57

23125 - Cable Splicer	24.06
23130 - Carpenter, Maintenance	16.95
23140 - Carpet Layer	15.84
23160 - Electrician, Maintenance	21.73
23181 - Electronics Technician Maintenance I	19.64
23182 - Electronics Technician Maintenance II	23.73
23183 - Electronics Technician Maintenance III	25.06
23260 - Fabric Worker	17.71
23290 - Fire Alarm System Mechanic	19.70
23310 - Fire Extinguisher Repairer	16.78
23311 - Fuel Distribution System Mechanic	23.73
23312 - Fuel Distribution System Operator	19.85
23370 - General Maintenance Worker	16.44
23380 - Ground Support Equipment Mechanic	21.39
23381 - Ground Support Equipment Servicer	18.89
23382 - Ground Support Equipment Worker	19.72
23391 - Gunsmith I	16.78
23392 - Gunsmith II	18.59
23393 - Gunsmith III	20.28
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.81
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.55
23430 - Heavy Equipment Mechanic	18.74
23440 - Heavy Equipment Operator	16.37
23460 - Instrument Mechanic	22.77
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	11.87
23510 - Locksmith	17.39
23530 - Machinery Maintenance Mechanic	19.80
23550 - Machinist, Maintenance	20.09
23580 - Maintenance Trades Helper	14.01
23591 - Metrology Technician I	22.77
23592 - Metrology Technician II	23.61
23593 - Metrology Technician III	24.52
23640 - Millwright	21.56
23710 - Office Appliance Repairer	18.91
23760 - Painter, Maintenance	16.49
23790 - Pipefitter, Maintenance	19.84
23810 - Plumber, Maintenance	17.51
23820 - Pneudraulic Systems Mechanic	20.28
23850 - Rigger	20.03
23870 - Scale Mechanic	18.59
23890 - Sheet-Metal Worker, Maintenance	17.60
23910 - Small Engine Mechanic	15.58
23931 - Telecommunications Mechanic I	22.81
23932 - Telecommunications Mechanic II	25.46
23950 - Telephone Lineman	25.17
23960 - Welder, Combination, Maintenance	18.40
23965 - Well Driller	18.82
23970 - Woodcraft Worker	20.28
23980 - Woodworker	14.70
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.46
24580 - Child Care Center Clerk	13.98
24610 - Chore Aide	9.76
24620 - Family Readiness And Support Services Coordinator	12.62
24630 - Homemaker	14.35
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.25
25040 - Sewage Plant Operator	18.09
25070 - Stationary Engineer	20.25
25190 - Ventilation Equipment Tender	15.89
25210 - Water Treatment Plant Operator	18.09
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.12
27007 - Baggage Inspector	11.98
27008 - Corrections Officer	19.46
27010 - Court Security Officer	20.42
27030 - Detection Dog Handler	18.98
27040 - Detention Officer	19.46
27070 - Firefighter	19.24
27101 - Guard I	11.98

27102 - Guard II	18.98
27131 - Police Officer I	20.49
27132 - Police Officer II	22.78
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.98
28042 - Carnival Equipment Repairer	12.53
28043 - Carnival Equipment Worker	9.65
28210 - Gate Attendant/Gate Tender	14.87
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	16.63
28510 - Recreation Aide/Health Facility Attendant	12.14
28515 - Recreation Specialist	17.78
28630 - Sports Official	13.25
28690 - Swimming Pool Operator	18.70
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.00
29020 - Hatch Tender	20.00
29030 - Line Handler	19.80
29041 - Stevedore I	17.60
29042 - Stevedore II	20.97
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.67
30022 - Archeological Technician II	18.40
30023 - Archeological Technician III	22.49
30030 - Cartographic Technician	22.49
30040 - Civil Engineering Technician	22.13
30061 - Drafter/CAD Operator I	16.22
30062 - Drafter/CAD Operator II	18.15
30063 - Drafter/CAD Operator III	20.24
30064 - Drafter/CAD Operator IV	24.90
30081 - Engineering Technician I	15.49
30082 - Engineering Technician II	17.38
30083 - Engineering Technician III	19.45
30084 - Engineering Technician IV	24.10
30085 - Engineering Technician V	29.48
30086 - Engineering Technician VI	35.66
30090 - Environmental Technician	17.86
30210 - Laboratory Technician	17.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	20.12
30362 - Paralegal/Legal Assistant II	24.94
30363 - Paralegal/Legal Assistant III	30.50
30364 - Paralegal/Legal Assistant IV	36.90
30390 - Photo-Optics Technician	22.49
30461 - Technical Writer I	22.53
30462 - Technical Writer II	27.56
30463 - Technical Writer III	33.34
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 3)	20.24
Surface Programs	
30621 - Weather Observer, Senior (see 3)	22.49
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.21
31030 - Bus Driver	15.33
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	10.22
31290 - Shuttle Bus Driver	14.80
31310 - Taxi Driver	10.25
31361 - Truckdriver, Light	14.80
31362 - Truckdriver, Medium	15.62
31363 - Truckdriver, Heavy	16.15
31364 - Truckdriver, Tractor-Trailer	16.15
99000 - Miscellaneous Occupations	
99030 - Cashier	8.92
99050 - Desk Clerk	10.51
99095 - Embalmer	24.30
99251 - Laboratory Animal Caretaker I	12.46

99252 - Laboratory Animal Caretaker II	13.14
99310 - Mortician	24.30
99410 - Pest Controller	16.17
99510 - Photofinishing Worker	14.91
99710 - Recycling Laborer	13.16
99711 - Recycling Specialist	14.85
99730 - Refuse Collector	12.33
99810 - Sales Clerk	12.44
99820 - School Crossing Guard	9.38
99830 - Survey Party Chief	19.27
99831 - Surveying Aide	13.14
99832 - Surveying Technician	17.52
99840 - Vending Machine Attendant	11.32
99841 - Vending Machine Repairer	15.52
99842 - Vending Machine Repairer Helper	11.33

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 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 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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) AIR TRAFFIC CONTROLLERS AND 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

WD 05-2089 (Rev.-12) was first posted on www.wdol.gov on 08/04/2009

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2089
Revision No.: 12
Date Of Revision: 07/27/2009

Applicable statewide in Connecticut, excluding Fairfield County, New Haven,
New London County, excluding Colchester Town and the Hartford Metropolitan
Statistical Area defined below:

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 Town, 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 TOWN - Andover City, Bolton City, Columbia Town, Coventry Town,
Ellington City, Hebron Town, Stafford Town, Tolland Town, Vernon City,
Willington Town

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.79
01012 - Accounting Clerk II		18.80
01013 - Accounting Clerk III		21.03
01020 - Administrative Assistant		23.92
01040 - Court Reporter		19.20
01051 - Data Entry Operator I		13.51
01052 - Data Entry Operator II		14.74
01060 - Dispatcher, Motor Vehicle		19.45
01070 - Document Preparation Clerk		14.16
01090 - Duplicating Machine Operator		14.16
01111 - General Clerk I		13.69
01112 - General Clerk II		14.90
01113 - General Clerk III		17.00
01120 - Housing Referral Assistant		22.34
01141 - Messenger Courier		14.27
01191 - Order Clerk I		15.25
01192 - Order Clerk II		18.40
01261 - Personnel Assistant (Employment) I		18.32
01262 - Personnel Assistant (Employment) II		20.49
01263 - Personnel Assistant (Employment) III		22.85
01270 - Production Control Clerk		22.72
01280 - Receptionist		14.42
01290 - Rental Clerk		14.11
01300 - Scheduler, Maintenance		17.17
01311 - Secretary I		17.17
01312 - Secretary II		19.20
01313 - Secretary III		22.21
01320 - Service Order Dispatcher		19.07
01410 - Supply Technician		23.92
01420 - Survey Worker		16.63
01531 - Travel Clerk I		12.72
01532 - Travel Clerk II		13.86
01533 - Travel Clerk III		15.08
01611 - Word Processor I		15.17
01612 - Word Processor II		17.03
01613 - Word Processor III		19.05

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.76
05010 - Automotive Electrician	21.87
05040 - Automotive Glass Installer	21.15
05070 - Automotive Worker	21.15
05110 - Mobile Equipment Servicer	19.85
05130 - Motor Equipment Metal Mechanic	22.47
05160 - Motor Equipment Metal Worker	21.15
05190 - Motor Vehicle Mechanic	20.57
05220 - Motor Vehicle Mechanic Helper	19.13
05250 - Motor Vehicle Upholstery Worker	20.54
05280 - Motor Vehicle Wrecker	21.15
05310 - Painter, Automotive	19.68
05340 - Radiator Repair Specialist	19.04
05370 - Tire Repairer	15.94
05400 - Transmission Repair Specialist	20.57
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.09
07041 - Cook I	14.61
07042 - Cook II	15.17
07070 - Dishwasher	10.71
07130 - Food Service Worker	11.08
07210 - Meat Cutter	19.61
07260 - Waiter/Waitress	10.14
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.20
09040 - Furniture Handler	18.11
09080 - Furniture Refinisher	22.22
09090 - Furniture Refinisher Helper	19.44
09110 - Furniture Repairer, Minor	20.87
09130 - Upholsterer	20.20
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.58
11060 - Elevator Operator	11.58
11090 - Gardener	16.24
11122 - Housekeeping Aide	13.48
11150 - Janitor	13.48
11210 - Laborer, Grounds Maintenance	14.36
11240 - Maid or Houseman	11.27
11260 - Pruner	13.81
11270 - Tractor Operator	15.23
11330 - Trail Maintenance Worker	14.36
11360 - Window Cleaner	14.98
12000 - Health Occupations	
12010 - Ambulance Driver	18.06
12011 - Breath Alcohol Technician	19.92
12012 - Certified Occupational Therapist Assistant	24.88
12015 - Certified Physical Therapist Assistant	23.71
12020 - Dental Assistant	18.87
12025 - Dental Hygienist	34.54
12030 - EKG Technician	26.54
12035 - Electroneurodiagnostic Technologist	26.54
12040 - Emergency Medical Technician	18.06
12071 - Licensed Practical Nurse I	19.51
12072 - Licensed Practical Nurse II	21.91
12073 - Licensed Practical Nurse III	24.49
12100 - Medical Assistant	16.19
12130 - Medical Laboratory Technician	19.91
12160 - Medical Record Clerk	15.58
12190 - Medical Record Technician	17.43
12195 - Medical Transcriptionist	17.48
12210 - Nuclear Medicine Technologist	35.56
12221 - Nursing Assistant I	12.30
12222 - Nursing Assistant II	14.36
12223 - Nursing Assistant III	15.67
12224 - Nursing Assistant IV	16.78
12235 - Optical Dispenser	21.91
12236 - Optical Technician	17.18
12250 - Pharmacy Technician	14.95
12280 - Phlebotomist	16.78
12305 - Radiologic Technologist	28.46
12311 - Registered Nurse I	26.75
12312 - Registered Nurse II	33.82
12313 - Registered Nurse II, Specialist	33.82

12314 - Registered Nurse III	40.92
12315 - Registered Nurse III, Anesthetist	40.92
12316 - Registered Nurse IV	49.05
12317 - Scheduler (Drug and Alcohol Testing)	22.40
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.71
13012 - Exhibits Specialist II	28.13
13013 - Exhibits Specialist III	34.42
13041 - Illustrator I	21.87
13042 - Illustrator II	27.07
13043 - Illustrator III	33.14
13047 - Librarian	29.99
13050 - Library Aide/Clerk	12.46
13054 - Library Information Technology Systems Administrator	27.07
13058 - Library Technician	16.77
13061 - Media Specialist I	18.65
13062 - Media Specialist II	20.70
13063 - Media Specialist III	22.98
13071 - Photographer I	17.08
13072 - Photographer II	20.41
13073 - Photographer III	25.27
13074 - Photographer IV	30.94
13075 - Photographer V	37.41
13110 - Video Teleconference Technician	16.16
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.47
14042 - Computer Operator II	18.42
14043 - Computer Operator III	20.54
14044 - Computer Operator IV	24.21
14045 - Computer Operator V	26.82
14071 - Computer Programmer I	(see 1) 21.95
14072 - Computer Programmer II	(see 1) 27.19
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.47
14160 - Personal Computer Support Technician	26.63
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.17
15020 - Aircrew Training Devices Instructor (Rated)	34.08
15030 - Air Crew Training Devices Instructor (Pilot)	40.44
15050 - Computer Based Training Specialist / Instructor	28.35
15060 - Educational Technologist	33.22
15070 - Flight Instructor (Pilot)	40.44
15080 - Graphic Artist	25.72
15090 - Technical Instructor	23.01
15095 - Technical Instructor/Course Developer	28.15
15110 - Test Proctor	18.57
15120 - Tutor	18.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.70
16030 - Counter Attendant	9.70
16040 - Dry Cleaner	12.38
16070 - Finisher, Flatwork, Machine	9.70
16090 - Presser, Hand	9.70
16110 - Presser, Machine, Drycleaning	9.70
16130 - Presser, Machine, Shirts	9.70
16160 - Presser, Machine, Wearing Apparel, Laundry	9.70
16190 - Sewing Machine Operator	13.52
16220 - Tailor	14.60
16250 - Washer, Machine	10.56
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	25.52
19040 - Tool And Die Maker	27.47
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.78
21030 - Material Coordinator	22.72
21040 - Material Expediter	22.72
21050 - Material Handling Laborer	15.84
21071 - Order Filler	13.03
21080 - Production Line Worker (Food Processing)	16.78

21110 - Shipping Packer	14.91
21130 - Shipping/Receiving Clerk	14.88
21140 - Store Worker I	13.13
21150 - Stock Clerk	17.56
21210 - Tools And Parts Attendant	16.78
21410 - Warehouse Specialist	16.78
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.31
23021 - Aircraft Mechanic I	26.37
23022 - Aircraft Mechanic II	27.31
23023 - Aircraft Mechanic III	28.41
23040 - Aircraft Mechanic Helper	21.20
23050 - Aircraft, Painter	25.32
23060 - Aircraft Servicer	23.32
23080 - Aircraft Worker	24.17
23110 - Appliance Mechanic	20.70
23120 - Bicycle Repairer	17.72
23125 - Cable Splicer	30.61
23130 - Carpenter, Maintenance	23.50
23140 - Carpet Layer	20.27
23160 - Electrician, Maintenance	25.70
23181 - Electronics Technician Maintenance I	23.38
23182 - Electronics Technician Maintenance II	24.39
23183 - Electronics Technician Maintenance III	26.72
23260 - Fabric Worker	21.07
23290 - Fire Alarm System Mechanic	22.66
23310 - Fire Extinguisher Repairer	20.14
23311 - Fuel Distribution System Mechanic	27.85
23312 - Fuel Distribution System Operator	25.43
23370 - General Maintenance Worker	20.03
23380 - Ground Support Equipment Mechanic	26.37
23381 - Ground Support Equipment Servicer	23.32
23382 - Ground Support Equipment Worker	24.17
23391 - Gunsmith I	20.14
23392 - Gunsmith II	21.92
23393 - Gunsmith III	23.82
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.91
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.76
23430 - Heavy Equipment Mechanic	23.10
23440 - Heavy Equipment Operator	26.21
23460 - Instrument Mechanic	23.89
23465 - Laboratory/Shelter Mechanic	22.87
23470 - Laborer	13.39
23510 - Locksmith	24.40
23530 - Machinery Maintenance Mechanic	23.24
23550 - Machinist, Maintenance	20.76
23580 - Maintenance Trades Helper	17.62
23591 - Metrology Technician I	23.89
23592 - Metrology Technician II	24.86
23593 - Metrology Technician III	25.84
23640 - Millwright	24.41
23710 - Office Appliance Repairer	22.77
23760 - Painter, Maintenance	19.78
23790 - Pipefitter, Maintenance	27.36
23810 - Plumber, Maintenance	25.96
23820 - Pneudraulic Systems Mechanic	23.82
23850 - Rigger	22.10
23870 - Scale Mechanic	21.92
23890 - Sheet-Metal Worker, Maintenance	22.72
23910 - Small Engine Mechanic	19.54
23931 - Telecommunications Mechanic I	24.31
23932 - Telecommunications Mechanic II	25.06
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	20.76
23965 - Well Driller	22.38
23970 - Woodcraft Worker	23.82
23980 - Woodworker	18.45
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.50
24580 - Child Care Center Clerk	17.16
24610 - Chore Aide	10.35
24620 - Family Readiness And Support Services	18.47

Coordinator	
24630 - Homemaker	22.09
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.96
25040 - Sewage Plant Operator	23.02
25070 - Stationary Engineer	25.96
25190 - Ventilation Equipment Tender	20.87
25210 - Water Treatment Plant Operator	23.02
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.78
27007 - Baggage Inspector	13.83
27008 - Corrections Officer	24.72
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	19.88
27040 - Detention Officer	24.72
27070 - Firefighter	24.59
27101 - Guard I	13.83
27102 - Guard II	19.88
27131 - Police Officer I	27.31
27132 - Police Officer II	30.33
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.15
28042 - Carnival Equipment Repairer	11.76
28043 - Carnival Equipment Worker	10.96
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.43
28515 - Recreation Specialist	19.07
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.35
29020 - Hatch Tender	26.35
29030 - Line Handler	26.35
29041 - Stevedore I	25.32
29042 - Stevedore II	28.29
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.25
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.69
30021 - Archeological Technician I	18.23
30022 - Archeological Technician II	19.39
30023 - Archeological Technician III	24.01
30030 - Cartographic Technician	24.24
30040 - Civil Engineering Technician	27.35
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	19.95
30063 - Drafter/CAD Operator III	21.30
30064 - Drafter/CAD Operator IV	26.22
30081 - Engineering Technician I	15.33
30082 - Engineering Technician II	17.19
30083 - Engineering Technician III	20.32
30084 - Engineering Technician IV	23.40
30085 - Engineering Technician V	27.76
30086 - Engineering Technician VI	33.56
30090 - Environmental Technician	22.55
30210 - Laboratory Technician	21.41
30240 - Mathematical Technician	24.24
30361 - Paralegal/Legal Assistant I	19.25
30362 - Paralegal/Legal Assistant II	23.84
30363 - Paralegal/Legal Assistant III	29.17
30364 - Paralegal/Legal Assistant IV	35.29
30390 - Photo-Optics Technician	24.24
30461 - Technical Writer I	22.99
30462 - Technical Writer II	28.13
30463 - Technical Writer III	34.04
30491 - Unexploded Ordnance (UXO) Technician I	22.34
30492 - Unexploded Ordnance (UXO) Technician II	27.03
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs	21.30 (see 2)

30621 - Weather Observer, Senior	(see 2)	23.29
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		12.17
31030 - Bus Driver		16.32
31043 - Driver Courier		14.89
31260 - Parking and Lot Attendant		10.36
31290 - Shuttle Bus Driver		15.66
31310 - Taxi Driver		14.53
31361 - Truckdriver, Light		15.66
31362 - Truckdriver, Medium		19.84
31363 - Truckdriver, Heavy		21.05
31364 - Truckdriver, Tractor-Trailer		21.05
99000 - Miscellaneous Occupations		
99030 - Cashier		10.53
99050 - Desk Clerk		12.50
99095 - Embalmer		26.70
99251 - Laboratory Animal Caretaker I		13.19
99252 - Laboratory Animal Caretaker II		13.87
99310 - Mortician		32.31
99410 - Pest Controller		16.24
99510 - Photofinishing Worker		13.24
99710 - Recycling Laborer		17.18
99711 - Recycling Specialist		17.61
99730 - Refuse Collector		16.41
99810 - Sales Clerk		13.39
99820 - School Crossing Guard		13.24
99830 - Survey Party Chief		26.30
99831 - Surveying Aide		16.46
99832 - Surveying Technician		19.91
99840 - Vending Machine Attendant		14.74
99841 - Vending Machine Repairer		16.57
99842 - Vending Machine Repairer Helper		14.74

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

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)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer

professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at

<http://wdol.gov/>.

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

WD 05-2449 (Rev.-8) was first posted on www.wdol.gov on 07/07/2009

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2449
Revision No.: 8
Date Of Revision: 07/01/2009

States: New Jersey, Pennsylvania

Area: New Jersey Counties of Burlington, Camden, Gloucester
Pennsylvania Counties of Bucks, Chester, Delaware, Lehigh, Montgomery,
Northampton, Philadelphia

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.22
01012 - Accounting Clerk II		16.00
01013 - Accounting Clerk III		17.91
01020 - Administrative Assistant		24.93
01040 - Court Reporter		19.76
01051 - Data Entry Operator I		12.93
01052 - Data Entry Operator II		14.10
01060 - Dispatcher, Motor Vehicle		17.31
01070 - Document Preparation Clerk		13.05
01090 - Duplicating Machine Operator		13.05
01111 - General Clerk I		13.09
01112 - General Clerk II		14.27
01113 - General Clerk III		16.04
01120 - Housing Referral Assistant		21.92
01141 - Messenger Courier		11.74
01191 - Order Clerk I		13.76
01192 - Order Clerk II		15.68
01261 - Personnel Assistant (Employment) I		16.15
01262 - Personnel Assistant (Employment) II		18.07
01263 - Personnel Assistant (Employment) III		20.43
01270 - Production Control Clerk		21.33
01280 - Receptionist		14.45
01290 - Rental Clerk		15.86
01300 - Scheduler, Maintenance		17.38
01311 - Secretary I		17.38
01312 - Secretary II		20.12
01313 - Secretary III		21.92
01320 - Service Order Dispatcher		15.75
01410 - Supply Technician		24.93
01420 - Survey Worker		17.64
01531 - Travel Clerk I		13.22
01532 - Travel Clerk II		13.88
01533 - Travel Clerk III		14.79
01611 - Word Processor I		14.69
01612 - Word Processor II		16.45
01613 - Word Processor III		18.32
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.83
05010 - Automotive Electrician		22.03
05040 - Automotive Glass Installer		20.34
05070 - Automotive Worker		21.11
05110 - Mobile Equipment Servicer		19.63
05130 - Motor Equipment Metal Mechanic		22.81
05160 - Motor Equipment Metal Worker		21.22
05190 - Motor Vehicle Mechanic		22.83
05220 - Motor Vehicle Mechanic Helper		18.71
05250 - Motor Vehicle Upholstery Worker		20.54
05280 - Motor Vehicle Wrecker		21.22
05310 - Painter, Automotive		22.14
05340 - Radiator Repair Specialist		21.22
05370 - Tire Repairer		14.89

05400 - Transmission Repair Specialist	23.49
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.69
07041 - Cook I	12.31
07042 - Cook II	13.30
07070 - Dishwasher	9.76
07130 - Food Service Worker	11.55
07210 - Meat Cutter	15.73
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.64
09040 - Furniture Handler	16.46
09080 - Furniture Refinisher	21.35
09090 - Furniture Refinisher Helper	18.12
09110 - Furniture Repairer, Minor	19.73
09130 - Upholsterer	17.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.30
11060 - Elevator Operator	12.33
11090 - Gardener	15.59
11122 - Housekeeping Aide	12.33
11150 - Janitor	12.33
11210 - Laborer, Grounds Maintenance	13.41
11240 - Maid or Houseman	10.94
11260 - Pruner	12.58
11270 - Tractor Operator	14.89
11330 - Trail Maintenance Worker	13.41
11360 - Window Cleaner	12.58
12000 - Health Occupations	
12010 - Ambulance Driver	16.28
12011 - Breath Alcohol Technician	20.44
12012 - Certified Occupational Therapist Assistant	22.09
12015 - Certified Physical Therapist Assistant	20.90
12020 - Dental Assistant	18.36
12025 - Dental Hygienist	30.75
12030 - EKG Technician	27.56
12035 - Electroneurodiagnostic Technologist	27.56
12040 - Emergency Medical Technician	17.48
12071 - Licensed Practical Nurse I	20.15
12072 - Licensed Practical Nurse II	21.25
12073 - Licensed Practical Nurse III	23.68
12100 - Medical Assistant	13.61
12130 - Medical Laboratory Technician	19.47
12160 - Medical Record Clerk	15.29
12190 - Medical Record Technician	15.45
12195 - Medical Transcriptionist	15.60
12210 - Nuclear Medicine Technologist	32.49
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.28
12223 - Nursing Assistant III	12.30
12224 - Nursing Assistant IV	13.81
12235 - Optical Dispenser	19.64
12236 - Optical Technician	15.09
12250 - Pharmacy Technician	13.75
12280 - Phlebotomist	13.81
12305 - Radiologic Technologist	25.47
12311 - Registered Nurse I	26.83
12312 - Registered Nurse II	31.89
12313 - Registered Nurse II, Specialist	31.89
12314 - Registered Nurse III	38.58
12315 - Registered Nurse III, Anesthetist	38.58
12316 - Registered Nurse IV	46.25
12317 - Scheduler (Drug and Alcohol Testing)	23.50
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.74
13012 - Exhibits Specialist II	28.77
13013 - Exhibits Specialist III	35.16
13041 - Illustrator I	20.85
13042 - Illustrator II	30.01
13043 - Illustrator III	36.66
13047 - Librarian	28.18
13050 - Library Aide/Clerk	15.30
13054 - Library Information Technology Systems Administrator	25.44

13058 - Library Technician	16.02
13061 - Media Specialist I	18.35
13062 - Media Specialist II	20.52
13063 - Media Specialist III	22.88
13071 - Photographer I	16.33
13072 - Photographer II	18.15
13073 - Photographer III	23.77
13074 - Photographer IV	29.07
13075 - Photographer V	36.35
13110 - Video Teleconference Technician	20.26
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.75
14042 - Computer Operator II	19.86
14043 - Computer Operator III	22.14
14044 - Computer Operator IV	24.61
14045 - Computer Operator V	27.52
14071 - Computer Programmer I	(see 1) 26.10
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.75
14160 - Personal Computer Support Technician	24.64
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.69
15020 - Aircrew Training Devices Instructor (Rated)	38.16
15030 - Air Crew Training Devices Instructor (Pilot)	46.00
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	27.57
15070 - Flight Instructor (Pilot)	46.00
15080 - Graphic Artist	23.10
15090 - Technical Instructor	22.25
15095 - Technical Instructor/Course Developer	27.14
15110 - Test Proctor	18.53
15120 - Tutor	17.91
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.62
16030 - Counter Attendant	9.62
16040 - Dry Cleaner	12.70
16070 - Finisher, Flatwork, Machine	9.62
16090 - Presser, Hand	9.62
16110 - Presser, Machine, Drycleaning	9.62
16130 - Presser, Machine, Shirts	9.62
16160 - Presser, Machine, Wearing Apparel, Laundry	9.62
16190 - Sewing Machine Operator	13.62
16220 - Tailor	14.46
16250 - Washer, Machine	10.62
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.40
19040 - Tool And Die Maker	22.03
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.50
21030 - Material Coordinator	20.91
21040 - Material Expediter	20.91
21050 - Material Handling Laborer	13.92
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	18.50
21110 - Shipping Packer	15.67
21130 - Shipping/Receiving Clerk	15.67
21140 - Store Worker I	15.52
21150 - Stock Clerk	18.74
21210 - Tools And Parts Attendant	18.50
21410 - Warehouse Specialist	18.50
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.53
23021 - Aircraft Mechanic I	25.51
23022 - Aircraft Mechanic II	26.53
23023 - Aircraft Mechanic III	28.12
23040 - Aircraft Mechanic Helper	20.78
23050 - Aircraft, Painter	21.47
23060 - Aircraft Servicer	22.72
23080 - Aircraft Worker	23.74

23110 - Appliance Mechanic	19.10
23120 - Bicycle Repairer	15.11
23125 - Cable Splicer	30.98
23130 - Carpenter, Maintenance	22.29
23140 - Carpet Layer	20.52
23160 - Electrician, Maintenance	29.02
23181 - Electronics Technician Maintenance I	24.42
23182 - Electronics Technician Maintenance II	27.03
23183 - Electronics Technician Maintenance III	27.92
23260 - Fabric Worker	19.88
23290 - Fire Alarm System Mechanic	21.55
23310 - Fire Extinguisher Repairer	20.65
23311 - Fuel Distribution System Mechanic	26.82
23312 - Fuel Distribution System Operator	23.17
23370 - General Maintenance Worker	19.43
23380 - Ground Support Equipment Mechanic	25.51
23381 - Ground Support Equipment Servicer	22.72
23382 - Ground Support Equipment Worker	23.74
23391 - Gunsmith I	20.65
23392 - Gunsmith II	22.28
23393 - Gunsmith III	23.85
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.35
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.33
23430 - Heavy Equipment Mechanic	22.12
23440 - Heavy Equipment Operator	24.62
23460 - Instrument Mechanic	23.68
23465 - Laboratory/Shelter Mechanic	23.04
23470 - Laborer	14.39
23510 - Locksmith	21.17
23530 - Machinery Maintenance Mechanic	22.11
23550 - Machinist, Maintenance	19.31
23580 - Maintenance Trades Helper	16.84
23591 - Metrology Technician I	23.68
23592 - Metrology Technician II	24.61
23593 - Metrology Technician III	26.35
23640 - Millwright	22.92
23710 - Office Appliance Repairer	20.96
23760 - Painter, Maintenance	19.97
23790 - Pipefitter, Maintenance	27.49
23810 - Plumber, Maintenance	24.16
23820 - Pneudraulic Systems Mechanic	23.85
23850 - Rigger	23.85
23870 - Scale Mechanic	22.28
23890 - Sheet-Metal Worker, Maintenance	24.10
23910 - Small Engine Mechanic	17.08
23931 - Telecommunications Mechanic I	24.92
23932 - Telecommunications Mechanic II	25.85
23950 - Telephone Lineman	26.94
23960 - Welder, Combination, Maintenance	19.01
23965 - Well Driller	21.39
23970 - Woodcraft Worker	23.85
23980 - Woodworker	17.40
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.00
24580 - Child Care Center Clerk	14.96
24610 - Chore Aide	11.62
24620 - Family Readiness And Support Services Coordinator	13.88
24630 - Homemaker	14.79
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.73
25040 - Sewage Plant Operator	20.43
25070 - Stationary Engineer	22.73
25190 - Ventilation Equipment Tender	18.74
25210 - Water Treatment Plant Operator	20.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.82
27007 - Baggage Inspector	13.48
27008 - Corrections Officer	22.08
27010 - Court Security Officer	25.16
27030 - Detection Dog Handler	18.81
27040 - Detention Officer	22.08

27070 - Firefighter	24.77
27101 - Guard I	13.48
27102 - Guard II	18.81
27131 - Police Officer I	26.76
27132 - Police Officer II	29.74
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.62
28042 - Carnival Equipment Repairer	11.07
28043 - Carnival Equipment Worker	9.31
28210 - Gate Attendant/Gate Tender	14.86
28310 - Lifeguard	11.62
28350 - Park Attendant (Aide)	16.63
28510 - Recreation Aide/Health Facility Attendant	10.49
28515 - Recreation Specialist	21.36
28630 - Sports Official	13.24
28690 - Swimming Pool Operator	17.23
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.07
29020 - Hatch Tender	22.07
29030 - Line Handler	22.07
29041 - Stevedore I	21.22
29042 - Stevedore II	23.05
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.43
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.81
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.42
30021 - Archeological Technician I	19.11
30022 - Archeological Technician II	21.28
30023 - Archeological Technician III	25.62
30030 - Cartographic Technician	27.34
30040 - Civil Engineering Technician	23.77
30061 - Drafter/CAD Operator I	18.48
30062 - Drafter/CAD Operator II	20.68
30063 - Drafter/CAD Operator III	23.05
30064 - Drafter/CAD Operator IV	28.37
30081 - Engineering Technician I	16.57
30082 - Engineering Technician II	18.61
30083 - Engineering Technician III	22.64
30084 - Engineering Technician IV	28.83
30085 - Engineering Technician V	34.31
30086 - Engineering Technician VI	39.22
30090 - Environmental Technician	19.54
30210 - Laboratory Technician	23.05
30240 - Mathematical Technician	25.62
30361 - Paralegal/Legal Assistant I	19.08
30362 - Paralegal/Legal Assistant II	23.64
30363 - Paralegal/Legal Assistant III	28.92
30364 - Paralegal/Legal Assistant IV	34.64
30390 - Photo-Optics Technician	25.62
30461 - Technical Writer I	19.78
30462 - Technical Writer II	24.20
30463 - Technical Writer III	31.11
30491 - Unexploded Ordnance (UXO) Technician I	23.79
30492 - Unexploded Ordnance (UXO) Technician II	28.78
30493 - Unexploded Ordnance (UXO) Technician III	34.50
30494 - Unexploded (UXO) Safety Escort	23.79
30495 - Unexploded (UXO) Sweep Personnel	23.79
30620 - Weather Observer, Combined Upper Air Or (see 3)	23.05
Surface Programs	
30621 - Weather Observer, Senior (see 3)	25.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.55
31030 - Bus Driver	19.16
31043 - Driver Courier	18.13
31260 - Parking and Lot Attendant	9.58
31290 - Shuttle Bus Driver	19.00
31310 - Taxi Driver	10.92
31361 - Truckdriver, Light	19.00
31362 - Truckdriver, Medium	19.22
31363 - Truckdriver, Heavy	19.93
31364 - Truckdriver, Tractor-Trailer	19.93
99000 - Miscellaneous Occupations	
99030 - Cashier	10.73
99050 - Desk Clerk	12.64

99095 - Embalmer	33.77
99251 - Laboratory Animal Caretaker I	11.48
99252 - Laboratory Animal Caretaker II	12.25
99310 - Mortician	34.20
99410 - Pest Controller	15.47
99510 - Photofinishing Worker	14.23
99710 - Recycling Laborer	17.02
99711 - Recycling Specialist	20.28
99730 - Refuse Collector	15.97
99810 - Sales Clerk	12.43
99820 - School Crossing Guard	10.75
99830 - Survey Party Chief	20.60
99831 - Surveying Aide	12.23
99832 - Surveying Technician	18.07
99840 - Vending Machine Attendant	14.45
99841 - Vending Machine Repairer	15.65
99842 - Vending Machine Repairer Helper	14.45

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

WD 05-2467 (Rev.-8) was first posted on www.wdol.gov on 11/03/2009

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2467
Revision No.: 8
Date Of Revision: 10/29/2009

This wage determination applies to the entire state of RHODE ISLAND Excluding the cities and towns in PROVIDENCE county listed below:

PROVIDENCE County: Burrillville, Central Falls, Cumberland, Lincoln, North Smithfield, Pawtucket, Smithfield, and Woonsocket

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.63
01012 - Accounting Clerk II		15.30
01013 - Accounting Clerk III		17.12
01020 - Administrative Assistant		21.42
01040 - Court Reporter		17.32
01051 - Data Entry Operator I		13.25
01052 - Data Entry Operator II		13.99
01060 - Dispatcher, Motor Vehicle		16.60
01070 - Document Preparation Clerk		12.98
01090 - Duplicating Machine Operator		12.98
01111 - General Clerk I		12.91
01112 - General Clerk II		14.08
01113 - General Clerk III		15.81
01120 - Housing Referral Assistant		19.92
01141 - Messenger Courier		13.97
01191 - Order Clerk I		12.70
01192 - Order Clerk II		14.70
01261 - Personnel Assistant (Employment) I		15.04
01262 - Personnel Assistant (Employment) II		16.83
01263 - Personnel Assistant (Employment) III		18.77
01270 - Production Control Clerk		18.87
01280 - Receptionist		13.90
01290 - Rental Clerk		11.70
01300 - Scheduler, Maintenance		15.97
01311 - Secretary I		15.97
01312 - Secretary II		17.86
01313 - Secretary III		19.92
01320 - Service Order Dispatcher		15.13
01410 - Supply Technician		21.42
01420 - Survey Worker		16.83
01531 - Travel Clerk I		12.00
01532 - Travel Clerk II		12.74
01533 - Travel Clerk III		13.37
01611 - Word Processor I		13.89
01612 - Word Processor II		15.68
01613 - Word Processor III		17.60
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		18.87
05010 - Automotive Electrician		17.44
05040 - Automotive Glass Installer		16.71
05070 - Automotive Worker		16.71
05110 - Mobile Equipment Servicer		15.44
05130 - Motor Equipment Metal Mechanic		18.17
05160 - Motor Equipment Metal Worker		16.71
05190 - Motor Vehicle Mechanic		18.17
05220 - Motor Vehicle Mechanic Helper		14.53
05250 - Motor Vehicle Upholstery Worker		15.98
05280 - Motor Vehicle Wrecker		16.71
05310 - Painter, Automotive		18.06
05340 - Radiator Repair Specialist		16.71
05370 - Tire Repairer		14.71

05400 - Transmission Repair Specialist	18.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.21
07041 - Cook I	14.04
07042 - Cook II	15.33
07070 - Dishwasher	8.92
07130 - Food Service Worker	9.66
07210 - Meat Cutter	16.78
07260 - Waiter/Waitress	9.52
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.45
09040 - Furniture Handler	12.34
09080 - Furniture Refinisher	16.45
09090 - Furniture Refinisher Helper	13.70
09110 - Furniture Repairer, Minor	15.07
09130 - Upholsterer	16.45
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.02
11060 - Elevator Operator	12.02
11090 - Gardener	14.98
11122 - Housekeeping Aide	13.18
11150 - Janitor	13.22
11210 - Laborer, Grounds Maintenance	13.35
11240 - Maid or Houseman	11.80
11260 - Pruner	12.40
11270 - Tractor Operator	14.93
11330 - Trail Maintenance Worker	13.35
11360 - Window Cleaner	14.06
12000 - Health Occupations	
12010 - Ambulance Driver	16.49
12011 - Breath Alcohol Technician	19.64
12012 - Certified Occupational Therapist Assistant	20.09
12015 - Certified Physical Therapist Assistant	20.81
12020 - Dental Assistant	16.50
12025 - Dental Hygienist	32.15
12030 - EKG Technician	24.90
12035 - Electroneurodiagnostic Technologist	24.90
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	19.20
12072 - Licensed Practical Nurse II	19.59
12073 - Licensed Practical Nurse III	24.09
12100 - Medical Assistant	14.57
12130 - Medical Laboratory Technician	19.92
12160 - Medical Record Clerk	14.79
12190 - Medical Record Technician	16.54
12195 - Medical Transcriptionist	15.79
12210 - Nuclear Medicine Technologist	35.70
12221 - Nursing Assistant I	11.17
12222 - Nursing Assistant II	12.56
12223 - Nursing Assistant III	13.70
12224 - Nursing Assistant IV	15.38
12235 - Optical Dispenser	21.00
12236 - Optical Technician	17.96
12250 - Pharmacy Technician	14.35
12280 - Phlebotomist	15.38
12305 - Radiologic Technologist	26.86
12311 - Registered Nurse I	24.00
12312 - Registered Nurse II	29.36
12313 - Registered Nurse II, Specialist	29.36
12314 - Registered Nurse III	35.52
12315 - Registered Nurse III, Anesthetist	35.52
12316 - Registered Nurse IV	42.58
12317 - Scheduler (Drug and Alcohol Testing)	20.36
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.08
13012 - Exhibits Specialist II	24.88
13013 - Exhibits Specialist III	30.43
13041 - Illustrator I	17.58
13042 - Illustrator II	24.89
13043 - Illustrator III	27.69
13047 - Librarian	27.56
13050 - Library Aide/Clerk	11.84
13054 - Library Information Technology Systems Administrator	24.88

13058 - Library Technician	15.10
13061 - Media Specialist I	17.95
13062 - Media Specialist II	20.00
13063 - Media Specialist III	22.40
13071 - Photographer I	16.49
13072 - Photographer II	19.06
13073 - Photographer III	24.34
13074 - Photographer IV	27.95
13075 - Photographer V	31.38
13110 - Video Teleconference Technician	18.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.46
14042 - Computer Operator II	17.29
14043 - Computer Operator III	19.28
14044 - Computer Operator IV	21.62
14045 - Computer Operator V	23.96
14071 - Computer Programmer I	(see 1) 23.12
14072 - Computer Programmer II	(see 1) 26.55
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.47
14160 - Personal Computer Support Technician	21.62
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.96
15020 - Aircrew Training Devices Instructor (Rated)	31.41
15030 - Air Crew Training Devices Instructor (Pilot)	37.65
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	28.14
15070 - Flight Instructor (Pilot)	37.65
15080 - Graphic Artist	33.41
15090 - Technical Instructor	21.56
15095 - Technical Instructor/Course Developer	23.66
15110 - Test Proctor	17.23
15120 - Tutor	17.23
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.73
16030 - Counter Attendant	9.73
16040 - Dry Cleaner	11.79
16070 - Finisher, Flatwork, Machine	9.73
16090 - Presser, Hand	9.73
16110 - Presser, Machine, Drycleaning	9.73
16130 - Presser, Machine, Shirts	9.73
16160 - Presser, Machine, Wearing Apparel, Laundry	9.73
16190 - Sewing Machine Operator	12.49
16220 - Tailor	13.17
16250 - Washer, Machine	10.27
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.70
19040 - Tool And Die Maker	21.21
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.77
21030 - Material Coordinator	20.58
21040 - Material Expediter	20.58
21050 - Material Handling Laborer	12.83
21071 - Order Filler	11.32
21080 - Production Line Worker (Food Processing)	14.77
21110 - Shipping Packer	14.06
21130 - Shipping/Receiving Clerk	14.06
21140 - Store Worker I	11.43
21150 - Stock Clerk	14.92
21210 - Tools And Parts Attendant	14.77
21410 - Warehouse Specialist	14.77
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.70
23021 - Aircraft Mechanic I	22.58
23022 - Aircraft Mechanic II	23.70
23023 - Aircraft Mechanic III	24.89
23040 - Aircraft Mechanic Helper	18.06
23050 - Aircraft, Painter	20.81
23060 - Aircraft Servicer	18.88
23080 - Aircraft Worker	19.86

23110 - Appliance Mechanic	21.48
23120 - Bicycle Repairer	14.56
23125 - Cable Splicer	24.59
23130 - Carpenter, Maintenance	21.25
23140 - Carpet Layer	19.93
23160 - Electrician, Maintenance	24.17
23181 - Electronics Technician Maintenance I	22.00
23182 - Electronics Technician Maintenance II	23.14
23183 - Electronics Technician Maintenance III	24.09
23260 - Fabric Worker	17.25
23290 - Fire Alarm System Mechanic	20.84
23310 - Fire Extinguisher Repairer	19.09
23311 - Fuel Distribution System Mechanic	23.40
23312 - Fuel Distribution System Operator	19.80
23370 - General Maintenance Worker	17.05
23380 - Ground Support Equipment Mechanic	22.58
23381 - Ground Support Equipment Servicer	18.88
23382 - Ground Support Equipment Worker	19.86
23391 - Gunsmith I	19.09
23392 - Gunsmith II	20.81
23393 - Gunsmith III	22.57
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.02
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.86
23430 - Heavy Equipment Mechanic	20.73
23440 - Heavy Equipment Operator	27.89
23460 - Instrument Mechanic	21.70
23465 - Laboratory/Shelter Mechanic	21.68
23470 - Laborer	12.83
23510 - Locksmith	19.69
23530 - Machinery Maintenance Mechanic	20.23
23550 - Machinist, Maintenance	18.77
23580 - Maintenance Trades Helper	14.75
23591 - Metrology Technician I	21.70
23592 - Metrology Technician II	22.53
23593 - Metrology Technician III	23.83
23640 - Millwright	24.85
23710 - Office Appliance Repairer	18.76
23760 - Painter, Maintenance	16.83
23790 - Pipefitter, Maintenance	25.01
23810 - Plumber, Maintenance	24.65
23820 - Pneudraulic Systems Mechanic	22.57
23850 - Rigger	20.88
23870 - Scale Mechanic	20.81
23890 - Sheet-Metal Worker, Maintenance	20.04
23910 - Small Engine Mechanic	19.07
23931 - Telecommunications Mechanic I	23.84
23932 - Telecommunications Mechanic II	24.75
23950 - Telephone Lineman	23.87
23960 - Welder, Combination, Maintenance	20.32
23965 - Well Driller	22.78
23970 - Woodcraft Worker	43.40
23980 - Woodworker	16.02
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.76
24580 - Child Care Center Clerk	12.09
24610 - Chore Aide	10.79
24620 - Family Readiness And Support Services Coordinator	13.41
24630 - Homemaker	16.61
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.05
25040 - Sewage Plant Operator	20.36
25070 - Stationary Engineer	24.05
25190 - Ventilation Equipment Tender	17.07
25210 - Water Treatment Plant Operator	20.36
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.23
27007 - Baggage Inspector	12.34
27008 - Corrections Officer	22.76
27010 - Court Security Officer	23.19
27030 - Detection Dog Handler	16.33
27040 - Detention Officer	22.76

27070 - Firefighter	22.37
27101 - Guard I	12.34
27102 - Guard II	16.33
27131 - Police Officer I	23.30
27132 - Police Officer II	25.88
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.10
28042 - Carnival Equipment Repairer	12.71
28043 - Carnival Equipment Worker	10.18
28210 - Gate Attendant/Gate Tender	13.16
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	14.71
28510 - Recreation Aide/Health Facility Attendant	10.74
28515 - Recreation Specialist	15.28
28630 - Sports Official	11.72
28690 - Swimming Pool Operator	17.72
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.67
29020 - Hatch Tender	22.68
29030 - Line Handler	22.67
29041 - Stevedore I	20.31
29042 - Stevedore II	24.21
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.24
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.69
30021 - Archeological Technician I	16.55
30022 - Archeological Technician II	18.21
30023 - Archeological Technician III	23.64
30030 - Cartographic Technician	25.14
30040 - Civil Engineering Technician	22.33
30061 - Drafter/CAD Operator I	18.44
30062 - Drafter/CAD Operator II	20.29
30063 - Drafter/CAD Operator III	22.63
30064 - Drafter/CAD Operator IV	26.18
30081 - Engineering Technician I	16.24
30082 - Engineering Technician II	18.23
30083 - Engineering Technician III	20.39
30084 - Engineering Technician IV	25.26
30085 - Engineering Technician V	30.90
30086 - Engineering Technician VI	37.39
30090 - Environmental Technician	19.89
30210 - Laboratory Technician	24.71
30240 - Mathematical Technician	25.14
30361 - Paralegal/Legal Assistant I	17.86
30362 - Paralegal/Legal Assistant II	22.13
30363 - Paralegal/Legal Assistant III	25.51
30364 - Paralegal/Legal Assistant IV	30.90
30390 - Photo-Optics Technician	25.14
30461 - Technical Writer I	23.14
30462 - Technical Writer II	28.31
30463 - Technical Writer III	34.25
30491 - Unexploded Ordnance (UXO) Technician I	22.34
30492 - Unexploded Ordnance (UXO) Technician II	27.03
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or (see 2)	21.14
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.36
31030 - Bus Driver	14.42
31043 - Driver Courier	13.97
31260 - Parking and Lot Attendant	13.21
31290 - Shuttle Bus Driver	14.69
31310 - Taxi Driver	11.57
31361 - Truckdriver, Light	14.69
31362 - Truckdriver, Medium	16.79
31363 - Truckdriver, Heavy	18.75
31364 - Truckdriver, Tractor-Trailer	18.95
99000 - Miscellaneous Occupations	
99030 - Cashier	9.24
99050 - Desk Clerk	10.58

99095 - Embalmer	28.29
99251 - Laboratory Animal Caretaker I	11.56
99252 - Laboratory Animal Caretaker II	11.83
99310 - Mortician	28.29
99410 - Pest Controller	14.76
99510 - Photofinishing Worker	11.06
99710 - Recycling Laborer	15.10
99711 - Recycling Specialist	18.38
99730 - Refuse Collector	16.83
99810 - Sales Clerk	11.84
99820 - School Crossing Guard	13.83
99830 - Survey Party Chief	16.40
99831 - Surveying Aide	12.83
99832 - Surveying Technician	15.82
99840 - Vending Machine Attendant	12.58
99841 - Vending Machine Repairer	14.42
99842 - Vending Machine Repairer Helper	12.58

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

WD 05-2449 (Rev.-8) was first posted on www.wdol.gov on 07/07/2009

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2449
Revision No.: 8
Date Of Revision: 07/01/2009

States: New Jersey, Pennsylvania

Area: New Jersey Counties of Burlington, Camden, Gloucester
Pennsylvania Counties of Bucks, Chester, Delaware, Lehigh, Montgomery,
Northampton, Philadelphia

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.22

01012	- Accounting Clerk II	16.00
01013	- Accounting Clerk III	17.91
01020	- Administrative Assistant	24.93
01040	- Court Reporter	19.76
01051	- Data Entry Operator I	12.93
01052	- Data Entry Operator II	14.10
01060	- Dispatcher, Motor Vehicle	17.31
01070	- Document Preparation Clerk	13.05
01090	- Duplicating Machine Operator	13.05
01111	- General Clerk I	13.09
01112	- General Clerk II	14.27
01113	- General Clerk III	16.04
01120	- Housing Referral Assistant	21.92
01141	- Messenger Courier	11.74
01191	- Order Clerk I	13.76
01192	- Order Clerk II	15.68
01261	- Personnel Assistant (Employment) I	16.15
01262	- Personnel Assistant (Employment) II	18.07
01263	- Personnel Assistant (Employment) III	20.43
01270	- Production Control Clerk	21.33
01280	- Receptionist	14.45
01290	- Rental Clerk	15.86
01300	- Scheduler, Maintenance	17.38
01311	- Secretary I	17.38
01312	- Secretary II	20.12
01313	- Secretary III	21.92
01320	- Service Order Dispatcher	15.75
01410	- Supply Technician	24.93
01420	- Survey Worker	17.64
01531	- Travel Clerk I	13.22
01532	- Travel Clerk II	13.88
01533	- Travel Clerk III	14.79
01611	- Word Processor I	14.69
01612	- Word Processor II	16.45
01613	- Word Processor III	18.32
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	22.83
05010	- Automotive Electrician	22.03
05040	- Automotive Glass Installer	20.34
05070	- Automotive Worker	21.11
05110	- Mobile Equipment Servicer	19.63
05130	- Motor Equipment Metal Mechanic	22.81
05160	- Motor Equipment Metal Worker	21.22
05190	- Motor Vehicle Mechanic	22.83
05220	- Motor Vehicle Mechanic Helper	18.71
05250	- Motor Vehicle Upholstery Worker	20.54
05280	- Motor Vehicle Wrecker	21.22
05310	- Painter, Automotive	22.14
05340	- Radiator Repair Specialist	21.22
05370	- Tire Repairer	14.89
05400	- Transmission Repair Specialist	23.49
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.69
07041	- Cook I	12.31
07042	- Cook II	13.30
07070	- Dishwasher	9.76
07130	- Food Service Worker	11.55
07210	- Meat Cutter	15.73
07260	- Waiter/Waitress	9.70
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	17.64
09040	- Furniture Handler	16.46
09080	- Furniture Refinisher	21.35
09090	- Furniture Refinisher Helper	18.12
09110	- Furniture Repairer, Minor	19.73
09130	- Upholsterer	17.65
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	12.30
11060	- Elevator Operator	12.33
11090	- Gardener	15.59
11122	- Housekeeping Aide	12.33
11150	- Janitor	12.33
11210	- Laborer, Grounds Maintenance	13.41
11240	- Maid or Houseman	10.94

11260 - Pruner	12.58
11270 - Tractor Operator	14.89
11330 - Trail Maintenance Worker	13.41
11360 - Window Cleaner	12.58
12000 - Health Occupations	
12010 - Ambulance Driver	16.28
12011 - Breath Alcohol Technician	20.44
12012 - Certified Occupational Therapist Assistant	22.09
12015 - Certified Physical Therapist Assistant	20.90
12020 - Dental Assistant	18.36
12025 - Dental Hygienist	30.75
12030 - EKG Technician	27.56
12035 - Electroneurodiagnostic Technologist	27.56
12040 - Emergency Medical Technician	17.48
12071 - Licensed Practical Nurse I	20.15
12072 - Licensed Practical Nurse II	21.25
12073 - Licensed Practical Nurse III	23.68
12100 - Medical Assistant	13.61
12130 - Medical Laboratory Technician	19.47
12160 - Medical Record Clerk	15.29
12190 - Medical Record Technician	15.45
12195 - Medical Transcriptionist	15.60
12210 - Nuclear Medicine Technologist	32.49
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.28
12223 - Nursing Assistant III	12.30
12224 - Nursing Assistant IV	13.81
12235 - Optical Dispenser	19.64
12236 - Optical Technician	15.09
12250 - Pharmacy Technician	13.75
12280 - Phlebotomist	13.81
12305 - Radiologic Technologist	25.47
12311 - Registered Nurse I	26.83
12312 - Registered Nurse II	31.89
12313 - Registered Nurse II, Specialist	31.89
12314 - Registered Nurse III	38.58
12315 - Registered Nurse III, Anesthetist	38.58
12316 - Registered Nurse IV	46.25
12317 - Scheduler (Drug and Alcohol Testing)	23.50
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.74
13012 - Exhibits Specialist II	28.77
13013 - Exhibits Specialist III	35.16
13041 - Illustrator I	20.85
13042 - Illustrator II	30.01
13043 - Illustrator III	36.66
13047 - Librarian	28.18
13050 - Library Aide/Clerk	15.30
13054 - Library Information Technology Systems Administrator	25.44
13058 - Library Technician	16.02
13061 - Media Specialist I	18.35
13062 - Media Specialist II	20.52
13063 - Media Specialist III	22.88
13071 - Photographer I	16.33
13072 - Photographer II	18.15
13073 - Photographer III	23.77
13074 - Photographer IV	29.07
13075 - Photographer V	36.35
13110 - Video Teleconference Technician	20.26
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.75
14042 - Computer Operator II	19.86
14043 - Computer Operator III	22.14
14044 - Computer Operator IV	24.61
14045 - Computer Operator V	27.52
14071 - Computer Programmer I	(see 1) 26.10
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.75

14160 - Personal Computer Support Technician	24.64
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.69
15020 - Aircrew Training Devices Instructor (Rated)	38.16
15030 - Air Crew Training Devices Instructor (Pilot)	46.00
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	27.57
15070 - Flight Instructor (Pilot)	46.00
15080 - Graphic Artist	23.10
15090 - Technical Instructor	22.25
15095 - Technical Instructor/Course Developer	27.14
15110 - Test Proctor	18.53
15120 - Tutor	17.91
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.62
16030 - Counter Attendant	9.62
16040 - Dry Cleaner	12.70
16070 - Finisher, Flatwork, Machine	9.62
16090 - Presser, Hand	9.62
16110 - Presser, Machine, Drycleaning	9.62
16130 - Presser, Machine, Shirts	9.62
16160 - Presser, Machine, Wearing Apparel, Laundry	9.62
16190 - Sewing Machine Operator	13.62
16220 - Tailor	14.46
16250 - Washer, Machine	10.62
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.40
19040 - Tool And Die Maker	22.03
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.50
21030 - Material Coordinator	20.91
21040 - Material Expediter	20.91
21050 - Material Handling Laborer	13.92
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	18.50
21110 - Shipping Packer	15.67
21130 - Shipping/Receiving Clerk	15.67
21140 - Store Worker I	15.52
21150 - Stock Clerk	18.74
21210 - Tools And Parts Attendant	18.50
21410 - Warehouse Specialist	18.50
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.53
23021 - Aircraft Mechanic I	25.51
23022 - Aircraft Mechanic II	26.53
23023 - Aircraft Mechanic III	28.12
23040 - Aircraft Mechanic Helper	20.78
23050 - Aircraft, Painter	21.47
23060 - Aircraft Servicer	22.72
23080 - Aircraft Worker	23.74
23110 - Appliance Mechanic	19.10
23120 - Bicycle Repairer	15.11
23125 - Cable Splicer	30.98
23130 - Carpenter, Maintenance	22.29
23140 - Carpet Layer	20.52
23160 - Electrician, Maintenance	29.02
23181 - Electronics Technician Maintenance I	24.42
23182 - Electronics Technician Maintenance II	27.03
23183 - Electronics Technician Maintenance III	27.92
23260 - Fabric Worker	19.88
23290 - Fire Alarm System Mechanic	21.55
23310 - Fire Extinguisher Repairer	20.65
23311 - Fuel Distribution System Mechanic	26.82
23312 - Fuel Distribution System Operator	23.17
23370 - General Maintenance Worker	19.43
23380 - Ground Support Equipment Mechanic	25.51
23381 - Ground Support Equipment Servicer	22.72
23382 - Ground Support Equipment Worker	23.74
23391 - Gunsmith I	20.65
23392 - Gunsmith II	22.28
23393 - Gunsmith III	23.85
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.35
23411 - Heating, Ventilation And Air Contditioning	25.33

Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	22.12
23440 - Heavy Equipment Operator	24.62
23460 - Instrument Mechanic	23.68
23465 - Laboratory/Shelter Mechanic	23.04
23470 - Laborer	14.39
23510 - Locksmith	21.17
23530 - Machinery Maintenance Mechanic	22.11
23550 - Machinist, Maintenance	19.31
23580 - Maintenance Trades Helper	16.84
23591 - Metrology Technician I	23.68
23592 - Metrology Technician II	24.61
23593 - Metrology Technician III	26.35
23640 - Millwright	22.92
23710 - Office Appliance Repairer	20.96
23760 - Painter, Maintenance	19.97
23790 - Pipefitter, Maintenance	27.49
23810 - Plumber, Maintenance	24.16
23820 - Pneudraulic Systems Mechanic	23.85
23850 - Rigger	23.85
23870 - Scale Mechanic	22.28
23890 - Sheet-Metal Worker, Maintenance	24.10
23910 - Small Engine Mechanic	17.08
23931 - Telecommunications Mechanic I	24.92
23932 - Telecommunications Mechanic II	25.85
23950 - Telephone Lineman	26.94
23960 - Welder, Combination, Maintenance	19.01
23965 - Well Driller	21.39
23970 - Woodcraft Worker	23.85
23980 - Woodworker	17.40
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.00
24580 - Child Care Center Clerk	14.96
24610 - Chore Aide	11.62
24620 - Family Readiness And Support Services Coordinator	13.88
24630 - Homemaker	14.79
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.73
25040 - Sewage Plant Operator	20.43
25070 - Stationary Engineer	22.73
25190 - Ventilation Equipment Tender	18.74
25210 - Water Treatment Plant Operator	20.43
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.82
27007 - Baggage Inspector	13.48
27008 - Corrections Officer	22.08
27010 - Court Security Officer	25.16
27030 - Detection Dog Handler	18.81
27040 - Detention Officer	22.08
27070 - Firefighter	24.77
27101 - Guard I	13.48
27102 - Guard II	18.81
27131 - Police Officer I	26.76
27132 - Police Officer II	29.74
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.62
28042 - Carnival Equipment Repairer	11.07
28043 - Carnival Equipment Worker	9.31
28210 - Gate Attendant/Gate Tender	14.86
28310 - Lifeguard	11.62
28350 - Park Attendant (Aide)	16.63
28510 - Recreation Aide/Health Facility Attendant	10.49
28515 - Recreation Specialist	21.36
28630 - Sports Official	13.24
28690 - Swimming Pool Operator	17.23
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.07
29020 - Hatch Tender	22.07
29030 - Line Handler	22.07
29041 - Stevedore I	21.22
29042 - Stevedore II	23.05
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.43

30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.81
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.42
30021 - Archeological Technician I	19.11
30022 - Archeological Technician II	21.28
30023 - Archeological Technician III	25.62
30030 - Cartographic Technician	27.34
30040 - Civil Engineering Technician	23.77
30061 - Drafter/CAD Operator I	18.48
30062 - Drafter/CAD Operator II	20.68
30063 - Drafter/CAD Operator III	23.05
30064 - Drafter/CAD Operator IV	28.37
30081 - Engineering Technician I	16.57
30082 - Engineering Technician II	18.61
30083 - Engineering Technician III	22.64
30084 - Engineering Technician IV	28.83
30085 - Engineering Technician V	34.31
30086 - Engineering Technician VI	39.22
30090 - Environmental Technician	19.54
30210 - Laboratory Technician	23.05
30240 - Mathematical Technician	25.62
30361 - Paralegal/Legal Assistant I	19.08
30362 - Paralegal/Legal Assistant II	23.64
30363 - Paralegal/Legal Assistant III	28.92
30364 - Paralegal/Legal Assistant IV	34.64
30390 - Photo-Optics Technician	25.62
30461 - Technical Writer I	19.78
30462 - Technical Writer II	24.20
30463 - Technical Writer III	31.11
30491 - Unexploded Ordnance (UXO) Technician I	23.79
30492 - Unexploded Ordnance (UXO) Technician II	28.78
30493 - Unexploded Ordnance (UXO) Technician III	34.50
30494 - Unexploded (UXO) Safety Escort	23.79
30495 - Unexploded (UXO) Sweep Personnel	23.79
30620 - Weather Observer, Combined Upper Air Or (see 3)	23.05
Surface Programs	
30621 - Weather Observer, Senior (see 3)	25.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.55
31030 - Bus Driver	19.16
31043 - Driver Courier	18.13
31260 - Parking and Lot Attendant	9.58
31290 - Shuttle Bus Driver	19.00
31310 - Taxi Driver	10.92
31361 - Truckdriver, Light	19.00
31362 - Truckdriver, Medium	19.22
31363 - Truckdriver, Heavy	19.93
31364 - Truckdriver, Tractor-Trailer	19.93
99000 - Miscellaneous Occupations	
99030 - Cashier	10.73
99050 - Desk Clerk	12.64
99095 - Embalmer	33.77
99251 - Laboratory Animal Caretaker I	11.48
99252 - Laboratory Animal Caretaker II	12.25
99310 - Mortician	34.20
99410 - Pest Controller	15.47
99510 - Photofinishing Worker	14.23
99710 - Recycling Laborer	17.02
99711 - Recycling Specialist	20.28
99730 - Refuse Collector	15.97
99810 - Sales Clerk	12.43
99820 - School Crossing Guard	10.75
99830 - Survey Party Chief	20.60
99831 - Surveying Aide	12.23
99832 - Surveying Technician	18.07
99840 - Vending Machine Attendant	14.45
99841 - Vending Machine Repairer	15.65
99842 - Vending Machine Repairer Helper	14.45

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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) AIR TRAFFIC CONTROLLERS AND 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

ordance, (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 ordance, 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 ordance, 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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.

ATTACHMENT J-0200000-03

REFERENCES, INSTRUCTIONS, DIRECTIVES

<u>Reference</u>	<u>TITLE</u>
Code of Federal Regulations (CFR) 40	Environmental Protection Regulations
Code of Federal Regulations (CFR) 49	Department of Transportation (DOT) Regulations
COMNAVREGMIDLANT HRINST 11320.11	Fire Prevention and Protection Regulations
EM 385-1-1	U.S. Army Corps of Engineers Safety and Health Requirements
OSHA 29 CFR	Occupational Safety and Health Regulations
P.L. 91-190	National Environmental Policy Act (NEPA) of 1969
P.L. 91-596	Occupational Safety and Health Act
Public Law 94-580	Resource Conservation and Recovery Act (RCRA) of 1976
Virginia Department of Environmental Quality (VADEQ)	Hazardous Waste Management Regulations

ATTACHMENT J-0200000-04

IDIQ ELINS

ATTACHMENT J-0200000-05

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

FOR

SOLICITATION NUMBER: N40085-10-R-2816

The contractor listed below is being considered for award of Regional Forklift Truck and Aerial Manlift Vehicles for MIDLANT AOR. It would be appreciated if you would provide us with comments regarding the contractor's past performance. Your comments are considered sensitive; therefore, you are advised that the Federal Acquisition Regulations (15.1004) prohibits the release of names of individuals providing reference information about an offeror's past performance. In order to maintain the integrity of the selection process, we respectfully request that you not divulge the name of the contractor nor discuss your comments on this questionnaire with any other individuals.

Please fax this form to: (757) 341-0079 Attn: Alisa Y. Mahaffey, Contract Specialist

Past Project Information:

1. Contractor: _____

2. Project title/contract number: _____

Evaluator: (the following information will assist in the analysis of the data. Information will be kept confidential)

1. Name: _____ Date: _____

2. Phone No.: _____ Fax No. _____

3. Address: _____

4. Position held or function in relation to project: _____

Ratings:

Please evaluate the contractor's performance using the following ratings:

“O” Outstanding: The contractor's performance clearly exceeded the contract requirements.

“S” Satisfactory: The contractor's performance met the contract requirements.

“M” Marginal: The contractor's performance met the minimum contract requirements but with difficulty.

“U” Unsatisfactory: The contractor's performance was poor and/or did not satisfy contract requirements.

PAST PERFORMANCE FORM
SOLICITATION NUMBER: N40085-10-R-2816
EXHIBIT A

Project title/location: _____

Name of Owner/Contracting Activity: _____

Date of Award: _____ Award value: _____

Contract value @ completion if different from award amount: _____

Contracting Point of Contact & Telephone #: _____

Technical Point of Contact & Telephone #: _____

Brief Description of Project: _____

Problems encountered and corrective action taken: _____

Awards: _____

Project title/location: _____

Name of Owner/Contracting Activity: _____

Date of Award: _____ Award value: _____

Contract value @ completion if different from award amount: _____

Contracting Point of Contact & Telephone #: _____

Technical Point of Contact & Telephone #: _____

Brief Description of Project: _____

Problems encountered and corrective action taken: _____

Awards: _____

SOLICITATION NUMBER: N40085-10-R-2816

Please rate and provide any supporting information for the following: (Use additional sheets as needed)

1. The relationship between the contractor and owner's contract team.

_____ Rating _____

2. The contractor's on-site management and coordination of subcontractors.

_____ Rating _____

3. The contractor's overall corporate management, integrity, reasonableness and cooperative conduct. _____

_____ Rating _____

4. The contractor's performance on delivery of quality work. _____

_____ Rating _____

5. The contractor's quality control (CQC): _____

_____ Rating _____

6. The contractor's ability to meet the performance schedule. _____

_____ Rating _____

7. What did the contractor do to improve schedule problems, if any? _____

_____ Rating _____

8. The contractor's ability to provide the required work at a reasonable total price. _____

_____ Rating _____

9. The contractor's compliance with labor standards, if applicable. _____

_____ Rating _____

10. The contractor's compliance with safety standards and/or number of incidents. _____

_____ Rating _____

11. Has the contractor been given any of the following: Cure notice, show cause, letters of reprimand, suspension of payments, terminations? If yes, please explain. _____

_____ Rating _____

SOLICITATION NUMBER: N40085-10-R-2816

12. Would you award another contract to this contractor? If no, please state reasons for not recommending this contractor additional work. _____
_____ Rating _____

13. Was the customer satisfied with the end product? _____
_____ Rating _____

14. Has the contractor been provided an opportunity to discuss any negative performance ratings? If so, what were the results? _____
_____ Rating _____

15. Overall rating Rating: _____

Please provide any additional comments: _____

ATTACHMENT J-0200000-06

Corporate Experience Form

Corporate Experience (to be completed by offeror)
Request for Proposals N40085-10-R-2816,
REGIONAL FORKLIFT TRUCK AND AERIAL MANLIFT VEHICLES RENTAL/LEASE

Company/Agency Name	
Address	
Contract Title	
Contract Number	
Project Description	
Company/Agency P.O.C.	
Telephone Number (**Please be sure # is current)	
Fax Number	

Contract Type/Cost	
Award Date	
Total Contract Value:	
Original Contract Price	
Final Contract Value	
Explain Difference	
Expected Completion Date	
Actual Completion Date	
Explain Differences	

Section L - Instructions, Conditions and Notices to Bidders

SECTION L**L.1 SUBMISSION OF PROPOSALS**

Proposals shall be clearly marked "SOLICITATION NUMBER N40085-10-R-2816 REGIONAL FORKLIFT TRUCK AND AERIAL MANLIFT VEHICLES RENTAL/LEASE SERVICES and sent to the following address:

NAVFAC Mid-Atlantic
9742 Maryland Avenue
Bldg Z-140, Room 320, 3rd Floor
Norfolk, VA 23511

NOTE: Offerors are encouraged to use the following mail carriers: DHL, FEDEX, UPS, Airborne, or other carriers that can deliver proposals directly to the above address.

5252.215-9300 CONTENT OF PROPOSALS (JAN 2003)

PROPOSAL REQUIREMENTS. The technical proposal and the price/cost proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information, except for salary information provided on resumes. The technical proposal presented by the offeror to whom the award is made will be incorporated into the contract at time of award.

1. The Offeror is required to certify in writing on page 1 of proposal the following:

(Name of Offeror) warrants that its proposal (of date or other identifier) incorporated herein by reference, including, but not limited to, proposed approaches, staffing, methodology, or work plans, will meet the performance objectives set forth in this contract during the execution thereof. The contractor is not excused from meeting such performance objectives in the event such proposal proves inadequate as conceived or executed to meet such performance objectives. The contractor understands that it bears all of the cost and performance risk associated with adopting acceptable additional (and/or alternative) means or methods of meeting the performance objectives.

The offeror shall submit the following information:

- (1) 2 completed signed solicitation packages, including executed representations and certifications, and cost/prices in Section B and any accompanying exhibits.
- (2) 3 copies of the technical proposal.
- (3) 2 copies of the cost/price proposal.

PROPOSAL FORMATS:

1. **Technical Proposal Format:** The technical proposal shall be formatted as follows:
 - (a) Technical proposal must limited to 150 pages.
 - (b) Paper will be white, 8 ½ by 11 inches and have margins of 1-inch on all four sides, printing will be one side of the paper only.
 - (c) Foldouts are permitted on 11 by 17 inch white paper that must be folded to fit within the 3-ring D-binder, printing on one side only.
 - (d) Text will be black using a font no smaller than 12 point and single line spacing.
 - (e) Graphic text will be legible and no smaller than 6-point text.
 - (f) Binder covers and spine inserts will contain the following: Solicitation Number and title, Offeror's Name, and Volume title: Technical Proposal or Price Proposal and if applicable Book 1 or 2, etc.

(g) **TECHNICAL PROPOSAL.** Each technical proposal shall be precise, detailed, and complete as to clearly and fully demonstrate a thorough knowledge and understanding of the requirement. The Government has identified key contract performance objectives and standards under its respective tabular form headings shown in the solicitation's Performance Work Statement. The Government will evaluate the technical proposal by reviewing each offeror's plan to meet or exceed the contract performance objectives and standards at a reasonable cost to the Government. The offeror shall outline the general plan of work and methods to be employed, describing each task at the level necessary to convey a complete understanding of the proposed approach to the reviewer. Technical proposals will be evaluated to ensure the offeror understands the requirements of the solicitation in accordance with the below mentioned descriptions of each evaluation factor. Accordingly, the offeror shall provide a narrative description that addresses each of the following factors:

2. Price Proposal Format: The price proposal shall be formatted as follows:

(a) There is no page limitation.

(g) Paper will be white, 8 ½ by 11 inches with printing on one side only.

(c) Offerors must submit pricing data in EXCEL format in hard copy and CD-ROM. Failure to do so may be cause to render the offer nonresponsive. Offerors may utilize the pricing attachments in EXCEL format in Section J for submission of pricing data.

Offers are solicited on an "all or none" basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (MAY 2001)" in Section L, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer. (End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.216-27	Single or Multiple Awards	OCT 1995

Section M - Evaluation Factors for Award

SECTION M

A. BASIS FOR AWARD

1. The Government will select the best value offer using the lowest price technically acceptable (LPTA) method which provides a high degree of confidence that the contractor is capable of meeting or exceeding the acceptability of standards for non-cost factors. The offeror, for purpose of award, shall be the conforming, responsive, responsible offeror offering a technical proposal that meets the technical requirement, and in combination with low price, represents the best value to the Government.

2. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract and to award the contract to the offeror submitting the Lowest Price Technically Acceptable proposal.

3. The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

B. ADJECTIVAL RATINGS/DEFINITIONS

1. Not applicable to Lowest Price Technically Acceptable (LPTA) source selection process.

C. EVALUATION FACTORS FOR AWARD

1. The solicitation requires the evaluation of price as applicable and the following technical factors and subfactors:

Factor A – Management/Technical Approach

The Offeror shall clearly demonstrate its understanding of and approach to accomplishing the complexity and magnitude of service requirements set forth in the questions below. Each of the three questions below must be tabbed in the technical proposal and discussed separately.

Questions for Facility Investment, Specification 1502000	
1	Explain your Vehicle Maintenance Program to ensure Vehicles are safe and available when requested.
2	How will incoming IDIQ work be received, assigned, scheduled, etc., without adversely impacting existing, uncompleted work?
3	What frequency do you propose for inspection to ensure continuous, trouble-free systems?

Management/Technical Approach Rating Description

Rating	Description
Acceptable	Proposal provides a technical approach which clearly indicates an adequate

	understanding of the minimum technical and performance requirements.
Unacceptable	Proposal provides a technical approach or solution that clearly does not meet the minimum technical and performance requirements and is unawardable.

Factor B – Corporate Experience

Offerors shall provide information on at least two (2) and a maximum of five (5) forklift truck and aerial manlift vehicle service contracts performed within the past five (5) years, including current (on-going) contracts. Contracts must be similar in size, scope, complexity, context and relevancy as the current requirement. Include a short description, contract number, title, location and a list of clients and points of contact on individual contracts with accurate telephone numbers. Offerors may include past experience information regarding predecessor companies and key personnel who have relevant experience and subcontractors that will perform major or critical aspects of the requirement. The Contracting Officer will determine the value and relevancy of such information.

Corporate Experience Rating Description

Rating	Description
Acceptable	The standard has been met when the offeror has provided the minimum required experience in performing the work identified in the RFP that is similar in size, scope and complexity.
Unacceptable	The offeror has not provided the minimum required experience in performing the work identified in the RFP that is similar in size, scope and complexity.

Offerors shall provide experience information using Attachment J-0200000-06. Offerors are responsible for ensuring points of contact and phone numbers are current and correct.

Factor C – Past Performance

Offerors shall clearly demonstrate a history of successful performance on contracts of similar size, scope, complexity, context and relevancy to the RFP. The Government will consider 1) information supplied by the offeror, 2) information obtained by references provided by the offeror, 3) other relevant past performance information obtained from other sources and data bases known to the Government and 4) information on past performance of predecessor companies, key personnel who have relevant experience and subcontractors that will perform major or critical aspects of the requirement. The Government will use this information to determine if the record indicates accomplishing performance objectives, any problems and corrective actions taken on prior contracts, standards of good workmanship, foreseeing and controlling costs, adhering to schedules, a reputation for reasonable behavior, and generally a business-like concern for the customer's interest. Likewise, the Government shall use this information to assess whether the offeror's proffered experience demonstrates at least an adequate ability to avoid/correct performance problems and challenges as they arise.

Offerors shall be responsible for submitting Past Performance Questionnaires to the references listed for the projects performed within the last five years. Provide past performance information using Attachment J-0200000-05.

Past Performance Rating Description

Past Performance Evaluation Ratings	Rating Description
Acceptable	Based on the offeror's performance record, the Government has an expectation that the offeror will successfully perform the required effort.

Unacceptable	Based on the offeror’s performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Neutral—See Note	No relevant performance record is available or the offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

Note: In some circumstances, **Past Performance** may receive a neutral rating. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, when a neutral rating is assigned, it shall be assumed that the offeror will perform in an acceptable manner. (See FAR 15.305 (a)(2)(iv))

Factor D – Safety

The Government is seeking to determine whether the Offeror has consistently demonstrated a commitment to safety.

1. Describe the safety procedures you will follow when performing the requirements of Annex 17, Base Support Vehicle and Equipment (BSVE), Spec Item 2.6, Rental/Lease Equipment, when off-loading or picking up forklift truck vehicles.

Safety Rating Description

Rating	Description
Acceptable	Proposal describes the required safety information and clearly demonstrates a commitment to safety, when off-loading or picking up forklift truck vehicles.
Unacceptable	Proposal fails to describe the required safety information and clearly demonstrates a commitment to safety, when off-loading or picking up forklift truck vehicles.

Factor E: Price

1. Price will be evaluated by totaling the base period and options year pricing. The evaluated prices will be compared to the Government estimate and/or other independent price and cost information. The Offeror’s price will be evaluated to determine the reasonableness of price as well as whether proposed pricing demonstrates an understanding of the work and the ability to perform the contract.

Unrealistic, unreasonable, unbalanced or incomplete pricing may cause a proposal to be determined unacceptable.