IFB No. **DACW09-01-R-0011**

U.S. ARMY CORPS
OF ENGINEERS
LOS ANGELES DISTRICT

IDIQ CONTRACT FOR MISCELLANEOUS ENVIRONMENTAL SERVICES FOR PROJECTS WITHIN SOUTHERN CALIFORNIA, SOUTHERN NEVADA, SOUTHWESTERN UTAH, ARIZONA AND ALL OTHER AREAS SERVED BY THE SOUTH PACIFIC DIVISION

Professional Service Solicitation and Specifications

100% Small Business Set-Aside

June 2001

INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET

Form Approved
OMB No. 9000-0002
Expires Sep 30, 2000

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER	2. *(X one)*	3. DATE/TIME RESPONSE DUE
DACW09-01-R-0011	[ ] a. INVITATION FOR BID (IFB) [X] b. REQUEST FOR PROPOSAL (RFP) [ ] c. REQUEST FOR QUOTATION (RFQ)	2:00 PM 19 July 2001

INSTRUCTIONS

NOTE: The provision entitled "Required Central Contractor Registration" is applicable to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.

2. Responses must set forth full, accurate, and complete information as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. Responses must be plainly marked with the Solicitation Number and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submission, Modification and Withdrawal of Bid" or "Instructions to Offerors - Competitive Acquisitions".

4. ISSUING OFFICE *(Complete mailing address, including ZIP Code)*	5. ITEMS TO BE PURCHASED *(Brief description)*
LOS ANGELES DISTRICT, COE CE-SPL-CT-E (SANDRA OQUITA) P.O. BOX 532711 LOS ANGELES, CALIFORNIA 90053-2325	SEE PRICING SCHEDULE

6. PROCUREMENT INFORMATION *(X and complete as applicable)*

[ ]	a. THIS PROCUREMENT IS UNRESTRICTED
[X]	b. THIS PROCUREMENT IS 100 % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE SIC CODE IS: 541990 NAICS Code
[ ]	c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE SIC CODE IS: _____
[ ]	d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION

IDIQ QUANTITY TYPE CONTRACT FOR MISCELLANEOUS ENVIRONMENTAL SERVICES FOR PROJECTS WITHIN SOUTHERN CALIFORNIA, SOUTHERN NEVADA, SOUTHWESTERN UTAH, ARIZONA AND ALL OTHER AREAS SERVED BY THE SOUTH PACIFIC DIVISION

8. POINT OF CONTACT FOR INFORMATION

a. NAME *(Last, First, Middle Initial)*		b. ADDRESS *(Include Zip Code)*
OQUITA, SANDRA		LOS ANGELES DISTRICT, COE CE-SPL-CT-E (SANDRA OQUITA) P.O. BOX 532711 LOS ANGELES, CALIFORNIA 90053-2325
c. TELEPHONE NUMBER *(Include Area Code and Extension)* (213)452-3249	d. E-MAIL ADDRESS soquita@spl.usace.army.mil	

9. REASONS FOR NO RESPONSE *(X all that apply)*

[ ]	a. CANNOT COMPLY WITH SPECIFICATIONS	[ ]	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
[ ]	b. UNABLE TO IDENTIFY THE ITEM(S)	[ ]	e. OTHER *(Specify)*
[ ]	c. CANNOT MEET DELIVERY REQUIREMENT		

10. MAILING LIST INFORMATION *(X one)*

WE [ ] DO [ ] DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

11a. COMPANY NAME	b. ADDRESS *(Include Zip Code)*

c. ACTION OFFICER

(1) TYPED OR PRINTED NAME *(Last, First, Middle Initial)*	(2) TITLE

(3) SIGNATURE	(4) DATE SIGNED *(YYYYMMDD)*

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ▶	RATING	PAGE 1 OF 309 PAGES

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	DACW09-01-R-0011	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	19-JUN-2001	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO *(If other than Item 7)*
LOS ANGELES DISTRICT, COE P.O. BOX 532711 LOS ANGELES, CALIFORNIA 90053-2325		SAME AS BLOCK 7 ATTN: CE-SPL-CT-E (SANDRA OQUITA)

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

SOLICITATION

9. Sealed offers in original and 2 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 911 Wilshire Blvd., Ste. 1025, until 1400 *(Hour)* local time 19 JUL 2001 *(Date)*

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ▶	A. NAME	B. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	SANDRA OQUITA	(213)452-3249

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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)* ▶	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:*	AMENDMENT NO.	DATE	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. *(Ινχλυδε αρεα χοδε)*	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:

☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN ▶ *(4 copies unless otherwise specified)* 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 *(Signature of Contracting Officer)*	28. AWARD DATE

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

SECTION B Supplies or Services and Prices/Costs

PRICE SCHEDULE

MISCELLANEOUS ENVIRONMENTAL STUDIES IN SUPPORT OF ENVIRONMENTAL RESOURCES PROJECTS FOR CIVIL WORKS, SOUTH PACIFIC DIVISION AREA

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
0001	GEOGRAPHER	315	DY		$
0002	TERRESTRIAL ECOLOGIST	250	DY		$ -
0003	WETLAND ECOLOGIST	10	DY		$ -
0004	WILDLIFE ECOLOGIST	200	DY		$ -
0005	FISHERY BIOLOGIST	5	DY		$ -
0006	MARINE BIOLOGIST	1	DY		$ -
0007	DIVE PAY - PREMIUM	N/A		N/A	N/A
0008	WATER QUALITY SPECIALIST	30	DY		$ -
0009	AIR QUALITY SPECIALIST	90	DY		$ -
0010	NOISE ANALYST	70	DY		$ -
0011	LAND USE PLANNER	140	DY		$ -
0012	BIOLOGICAL TECHNICIAN	175	DY		$ -
0013	MARINE BIOLOGIST	15	DY		$ -
0014	DIVE PAY-BIO. TECH.	N/A		N/A	N/A
0015	FIELD/CARTOGRAPHIC TECHNICIAN	150	DY		$ -
0016	CARTOGRAPHIC SPECIALIST	125	DY		$ -
0017	WRITER-EDITOR	80	DY		$ -
0018	TECHNICAL EDITOR	60	DY		$ -
0019	PROJECT MANAGER	150	DY		$ -

PRICE SCHEDULE

MISCELLANEOUS ENVIRONMENTAL STUDIES IN SUPPORT OF ENVIRONMENTAL RESOURCES PROJECTS FOR CIVIL WORKS, SOUTH PACIFIC DIVISION AREA

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
0020	CLERK TYPIST	75	DY		$ -
0021	PRINCIPAL INVESTIGATOR	50	DY		$ -
0022	SUPERVISORY ARCHEOLOGIST	5	DY		$ -
0023	ARCHEOLOGY, CREW CHIEF	10	DY		$ -
0024	ARCHEOLOGY, LAB TECH	2	DY		$ -
0025	RENTAL EQUIPMENT - DOLLAR AMOUNT TO BE SPECIFIED IN EACH TASK ORDER TOTAL AMOUNT NOT TO EXCEED $9,200. FOR BASE YEAR REFER TO NOTES IN SEC. B.	N/A		N/A	N/A
0026	EXPENDABLE SUPPLIES - DOLLAR AMOUNT TO BE SPECIFIED IN EACH TASK ORDERTOTAL AMOUNT NOT TO EXCEED $15,000 FOR BASE YEAR REFER TO NOTES IN SEC. B.	N/A		N/A	N/A
0027	NON-EXPENDABLE SUPPLIES - DOLLAR AMOUNT TO BE SPECIFIED IN EACH TASK ORDERTOTAL AMOUNT NOT TO EXCEED $15,275 FOR BASE YEAR REFER TO NOTES IN SEC. B.	N/A		N/A	N/A
0028	TW0-WHEEL DRIVE (0.30 MI)	10,000	MI		$ -
0029	FOUR-WHEEL DRIVE (0.30 MI)	15,000	MI		$ -
0030	PER DIEM, GOVERNMENT RATE - REFER TO SECTION H "PER DIEM"	90	DY		$ -

PRICE SCHEDULE

MISCELLANEOUS ENVIRONMENTAL STUDIES IN SUPPORT OF ENVIRONMENTAL RESOURCES PROJECTS FOR CIVIL WORKS, SOUTH PACIFIC DIVISION AREA

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
0031	TRAVEL: FROM CONTRACTORS OFFICE TO THE FOLLOWING LOCATIONS (CONSISTING OF LINE ITEMS 0031A-0031G) LIMITED TO TIME SPENT ON ACTUAL TRAVEL STATUS AND DOES NOT INCLUDE ACTIVITIES SPECIFIED IN ANY OTHER LINE ITEM.				
0031A	LOS ANGELES	20	RT	_____	$ -
0031B	LAS VEGAS	10	RT	_____	$ -
0031C	PHOENIX	10	RT	_____	$ -
0031D	YUMA	10	RT	_____	$ -
0031E	SAN DIEGO	10	RT	_____	$ -
0031F	BARSTOW	10	RT	_____	$ -
0031G	RIVERSIDE	10	RT	_____	$ -
				TOTAL ESTIMATED AMOUNT, BASE BID:	**$ -**

PRICE SCHEDULE

MISCELLANEOUS ENVIRONMENTAL STUDIES IN SUPPORT OF ENVIRONMENTAL RESOURCES PROJECTS FOR CIVIL WORKS, SOUTH PACIFIC DIVISION AREA

OPTION YEAR 1

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
0032	GEOGRAPHER	315	DY		$
0033	TERRESTRIAL ECOLOGIST	250	DY		$ -
0034	WETLAND ECOLOGIST	10	DY		$ -
0035	WILDLIFE ECOLOGIST	200	DY		$ -
0036	FISHERY BIOLOGIST	5	DY		$ -
0037	MARINE BIOLOGIST	1	DY		$ -
0038	DIVE PAY - PREMIUM	N/A		N/A	N/A
0039	WATER QUALITY SPECIALIST	30	DY		$ -
0040	AIR QUALITY SPECIALIST	90	DY		$ -
0041	NOISE ANALYST	70	DY		$ -
0042	LAND USE PLANNER	140	DY		$ -
0043	BIOLOGICAL TECHNICIAN	175	DY		$ -
0044	MARINE BIOLOGIST	15	DY		$ -
0045	DIVE PAY-BIO. TECH.	N/A		N/A	N/A
0046	FIELD/CARTOGRAPHIC TECHNICIAN	50	DY		$ -
0047	CARTOGRAPHIC SPECIALIST	125	DY		$ -
0048	WRITER-EDITOR	80	DY		$ -
0049	TECHNICAL EDITOR	60	DY		$ -
0050	PROJECT MANAGER	50	DY		$ -
0051	CLERK TYPIST	75	DY		$ -

PRICE SCHEDULE

MISCELLANEOUS ENVIRONMENTAL STUDIES IN SUPPORT OF ENVIRONMENTAL RESOURCES PROJECTS FOR CIVIL WORKS, SOUTH PACIFIC DIVISION AREA

OPTION YEAR 1

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
0052	PRINCIPAL INVESTIGATOR	50	DY		$ -
0053	SUPERVISORY ARCHEOLOGIST	5	DY		$ -
0054	ARCHEOLOGY, CREW CHIEF	10	DY		$ -
0055	ARCHEOLOGY, LAB TECH	2	DY		$ -
0056	RENTAL EQUIPMENT - DOLLAR AMOUNT TO BE SPECIFIED IN EACH TASK ORDER TOTAL AMOUNT NOT TO EXCEED $10,580. FOR BASE YEAR REFER TO NOTES IN SEC. B	N/A		N/A	N/A
0057	EXPENDABLE SUPPLIES - DOLLAR AMOUNT TO BE SPECIFIED IN EACH TASK ORDERTOTAL AMOUNT NOT TO EXCEED $17,250. FOR BASE YEAR REFER TO NOTES IN SEC. B	N/A		N/A	N/A
0058	NON-EXPENDABLE SUPPLIES - DOLLAR AMOUNT TO BE SPECIFIED IN EACH TASK ORDERTOTAL AMOUNT NOT TO EXCEED $3,450. FOR BASE YEAR REFER TO NOTES IN SEC. B	N/A		N/A	N/A
0059	TW0-WHEEL DRIVE (0.30 MI)	10,000	MI		$ -
0060	FOUR-WHEEL DRIVE (0.30 MI)	15,000	MI		$ -
0061	PER DIEM, GOVERNMENT RATE - REFER TO SECTION H "PER DIEM"	90	DY		$ -

PRICE SCHEDULE

MISCELLANEOUS ENVIRONMENTAL STUDIES IN SUPPORT OF ENVIRONMENTAL RESOURCES PROJECTS FOR CIVIL WORKS, SOUTH PACIFIC DIVISION AREA

OPTION YEAR 1

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
0062	TRAVEL: FROM CONTRACTORS OFFICE TO THE FOLLOWING LOCATIONS (CONSISTING OF LINE ITEMS 0031A-0031H) LIMITED TO TIME SPENT ON ACTUAL TRAVEL STATUS AND DOES NOT INCLUDE ACTIVITIES SPECIFIED IN ANY OTHER LINE ITEM. (PLEASE NOTE THAT LETTERS I AND O ARE OMITTED.)				
0062A	LOS ANGELES	20	RT	_____	$ -
0062B	LAS VEGAS	10	RT	_____	$ -
0062C	PHOENIX	10	RT	_____	$ -
0062D	YUMA	10	RT	_____	$ -
0062E	SAN DIEGO	10	RT	_____	$ -
0062F	BARSTOW	10	RT	_____	$ -
0062G	RIVERSIDE	10	RT	_____	$ -
				TOTAL ESTIMATED AMOUNT, OPTION YEAR 1:	**$ -**

PRICE SCHEDULE

MISCELLANEOUS ENVIRONMENTAL STUDIES IN SUPPORT OF ENVIRONMENTAL RESOURCES PROJECTS FOR CIVIL WORKS, SOUTH PACIFIC DIVISION AREA

OPTION YEAR 2

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
0063	GEOGRAPHER	315	DY		$
0064	TERRESTRIAL ECOLOGIST	250	DY		$ -
0065	WETLAND ECOLOGIST	10	DY		$ -
0066	WILDLIFE ECOLOGIST	200	DY		$ -
0067	FISHERY BIOLOGIST	5	DY		$ -
0068	MARINE BIOLOGIST	1	DY		$ -
0069	DIVE PAY - PREMIUM	N/A		N/A	N/A
0070	WATER QUALITY SPECIALIST	30	DY		$ -
0071	AIR QUALITY SPECIALIST	90	DY		$ -
0072	NOISE ANALYST	70	DY		$ -
0073	LAND USE PLANNER	140	DY		$ -
0074	BIOLOGICAL TECHNICIAN	175	DY		$ -
0075	MARINE BIOLOGIST	15	DY		$ -
0076	DIVE PAY-BIO. TECH.	N/A		N/A	N/A
0077	FIELD/CARTOGRAPHIC TECHNICIAN	50	DY		$ -
0078	CARTOGRAPHIC SPECIALIST	125	DY		$ -
0079	WRITER-EDITOR	80	DY		$ -
0080	TECHNICAL EDITOR	60	DY		$ -
0081	PROJECT MANAGER	50	DY		$ -
0082	CLERK TYPIST	75	DY		$ -

PRICE SCHEDULE

MISCELLANEOUS ENVIRONMENTAL STUDIES IN SUPPORT OF ENVIRONMENTAL RESOURCES PROJECTS FOR CIVIL WORKS, SOUTH PACIFIC DIVISION AREA

OPTION YEAR 2

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
0083	PRINCIPAL INVESTIGATOR	50	DY		$ -
0084	SUPERVISORY ARCHEOLOGIST	5	DY		$ -
0085	ARCHEOLOGY, CREW CHIEF	10	DY		$ -
0086	ARCHEOLOGY, LAB TECH	2	DY		$ -
0087	RENTAL EQUIPMENT - DOLLAR AMOUNT TO BE SPECIFIED IN EACH TASK ORDER TOTAL AMOUNT NOT TO EXCEED $10,580. FOR BASE YEAR REFER TO NOTES IN SEC. B	N/A		N/A	N/A
0088	EXPENDABLE SUPPLIES - DOLLAR AMOUNT TO BE SPECIFIED IN EACH TASK ORDERTOTAL AMOUNT NOT TO EXCEED $17,250. FOR BASE YEAR REFER TO NOTES IN SEC. B	N/A		N/A	N/A
0089	NON-EXPENDABLE SUPPLIES - DOLLAR AMOUNT TO BE SPECIFIED IN EACH TASK ORDERTOTAL AMOUNT NOT TO EXCEED $3,450. FOR BASE YEAR REFER TO NOTES IN SEC. B	N/A		N/A	N/A
0090	TW0-WHEEL DRIVE (0.30 MI)	10,000	MI		$ -
0091	FOUR-WHEEL DRIVE (0.30 MI)	15,000	MI		$ -
0092	PER DIEM, GOVERNMENT RATE - REFER TO SECTION H "PER DIEM"	90	DY		$ -

MISCELLANEOUS ENVIRONMENTAL STUDIES IN SUPPORT OF ENVIRONMENTAL RESOURCES PROJECTS FOR CIVIL WORKS, SOUTH PACIFIC DIVISION AREA

OPTION YEAR 2

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED AMOUNT
0093	TRAVEL: FROM CONTRACTORS OFFICE TO THE FOLLOWING LOCATIONS (CONSISTING OF LINE ITEMS 0031A-0031H) LIMITED TO TIME SPENT ON ACTUAL TRAVEL STATUS AND DOES NOT INCLUDE ACTIVITIES SPECIFIED IN ANY OTHER LINE ITEM. (PLEASE NOTE THAT LETTERS I AND O ARE OMITTED.)				
0093A	LOS ANGELES	20	RT	_____	$ -
0093B	LAS VEGAS	10	RT	_____	$ -
0093C	PHOENIX	10	RT	_____	$ -
0093D	YUMA	10	RT	_____	$ -
0093E	SAN DIEGO	10	RT	_____	$ -
0093F	BARSTOW	10	RT	_____	$ -
0093G	RIVERSIDE	10	RT	_____	$ -
				TOTAL ESTIMATED AMOUNT, OPTION YEAR 2:	**$ -**
				TOTAL ESTIMATED AMOUNT, BASE YEAR PLUS OPTION YEAR 1 AND 2:	**$ -**

NOTE: All prices shall include overhead where applicable and profit.

All extensions of the unit prices shown shall be subject to verification by the Government. In case of variation between the unit price and the extension, the unit price will be considered to be the offer.

If an offer or modification to an offer based on unit prices is submitted which provides for a lump sum adjustment to the total estimated amount, the application of the lump sum adjustment to each unit price in the Schedules must be stated. If it is not stated, the offeror agrees that the lump sum adjustment shall be applied on a pro-rata basis to every unit price in the schedule(s).

Amount and prices shall be indicated in either words or figures, NOT BOTH.

An offer on the Schedule(s) must include a total price together with a price for each line item listed therein. Failure to do so will cause the offer to be considered non-responsive.

Offerors please note that although all contract line item numbers show a specific quantity, the actual quantity will be on an "as required " basis. The quantities specified in the price schedule are estimates for the purpose of evaluation only and are not necessarily to be purchased by this contract.

This contract has a not to exceed amount of $1,000,000.00 for the base year and $1,000,000.00 for each option year.

The Government shall order goods or services at: (I) two percent of the stated maximum for the base year period or $500,000.00, whichever is less, and (ii) for any option year periods that is exercised, one percent of the stated maximum or $250,000.00, whichever is less.

The attention of all offerors is invited to Contract Clause No. 52.219-0014 located at Section H of this Request for Proposal entitled "Limitations on subcontracting." This clause requires that at least 50% of the cost of the contract performance incurred for personnel must be expended for employees of the concern. Your proposal should clearly show that the prime contractor meets this requirement. This may be accomplished by identifying the items and hours or days where the prime contractor will perform the work.

Payment of the Electronic Funds Transfer (EFT) is the mandatory method of contract payment. The contractors' attention is directed to Contract Clause No. 52.232-33, "Payment by Electronic Funds Transfer—Central Contractor Registration."

Principal Contracting Officer. The contracting officer who signs this contract will be the Principal Contracting Officer for this contract. However, any Contracting Officer assigned to the Los Angeles District, contracting within his authority, may take formal action on this contract when a contract action needs to be taken and the Principal Contracting Officer is unavailable.

NOTES: Apply to Line Items Nos. 0025, 0026, 0027, 0056, 0057, 0058, 0087, 0088 and 0089.

RENTAL EQUIPMENT: This is equipment (scales, shovels, laboratory equipment, etc.) that may or may not be needed to complete a particular task order. The justification for and the dollar amount will be negotiated for each task order and will not be included in the price proposal.

EXPENDABLE SUPPLIES: Includes supplies that may be required and expended to implement a task order. The dollar amount will be negotiated and specified in each task order and will not be included in the price proposal.

NON-EXPENDABLE SUPPLIES: These are supplies (computer hardware, camera, global positioning system equipment, etc.) that may be needed to complete a particular task order. The dollar amount will be negotiated for the task order and will not be included in the price proposal.

The contract clause 52.232-25, “Prompt Payment” for Service Contracts, requires that the name and address of the contractor official to whom payment is to be sent, be the same as that in the contract or in a proper notice of assignment.

Offerors please note that although all contract line items numbers (CLINS) show a specific quantity, the actual quantity will be on an “as required” basis. The quantities specified in the price schedule are estimates for purpose of evaluation only and are not purchased by this contract.

ABBREVIATIONS:

DY - DAY
SP - SAMPLE
MI - MILE

SPECIFICATION FOR MISCELLANEOUS ENVIRONMENTAL RESOURCES SERVICES FOR PROJECTS WITHIN SOUTHERN CALIFORNIA, ARIZONA, SOUTHERN NEVADA, SOUTHWESTERN UTAH, AND ALL OTHER AREAS SERVED BY THE SOUTH PACIFIC DIVISION.

1. DESCRIPTION. The work to be performed under this contract consists of miscellaneous environmental studies dealing with environmental resources and planning problems in Southern California, Southern Nevada, southwestern Utah, Arizona and all other areas served by the South Pacific Division, including: (a) site specific biological and cultural resources field examinations; (b) literature searches; (c) social systems data collection and analysis; (d) water quality sampling, monitoring, and analysis in accordance with EPA guidelines; (e) land use and land use plan analysis and comparability analysis; (f) air quality sampling, monitoring, and data analysis; (g) noise measurement, monitoring, and analysis; (h) traffic measurement, monitoring and analysis; (i) aesthetic analysis; (k) informal agency and expert coordination; (l) other environmental impact assessment; (o) preparation and processing of environmental impact assessment documents and related technical appendixes and graphics; (p) facilitation of agency coordination and environmental communication in meetings, alternatives formulation and evaluation, and the compilation of Corps planning reports; (q) watershed planning support efforts; (r) development of Best Management Practices (BMPs); and (s) environmental restoration reports.

2. The work and services shall be performed under an open-end contract for miscellaneous environmental resources services for a one-year period from the date of contract award with two additional one-year contract extension options

3. STATEMENT OF CONTRACTOR SERVICES: The Contractor shall provide or obtain professional expertise in all pertinent disciplines, equipment, materials and labor to provide environmental impact analysis services described in the Scope of Work (SOW) contained in each individual task order issued by the contracting Officer. These services may include provision of complete planning documents requiring plan formulation for environmental restoration; NEPA/CEQA environmental restoration and engineering design support for feasibility analyses. The contractor shall be responsible for obtaining any required permits from federal or state agencies for the handling of any plant or animal species involved in the monitoring services. It should be noted that this work will include, but not be limited to deepwater marine, coastal, riparian, and desert systems and habitats

    a. Examples of types of environmental analysis and watershed planning efforts the contractor would accomplish will incorporate both the terrestrial and marine environment and may include, but are not limited to the following:

        (1) Physical Environment;

        (2) Water Resources;

        (3) Air Quality;

        (4) Biological Resources;

        (5) Cultural Resources;

        (6) Traffic (Noise);

(7) Utilities;

(8) Hazardous and Toxic Waste and Materials;

(9) Land Use/Aesthetics;

(10)Recreation;

(11)Socioeconomic Conditions.

b. Actual examples of products the Contractor would deliver may include, but are not limited to the following:

(1) Environmental Impact Statements/Reports (EIS/R); Environmental Assessment with FONSI/ Initial Statement with Negative Declaration (EA-IS), including Section 404 (b)(1) and Coastal Consistency Determination permitting documentation;

(2) Biological Monitoring;

(3) Habitat maps;

(4) Water Quality reports;

(5) Photographs;

(6) Field Notes;

(7) Compilations of Raw Data;

(8) Reconnaissance and Feasibility Planning Reports for the Section 1135 and 206 Continuing Authorities Program;

(9) BMP(s);

(10) Air Quality Conformity Documents;

(11) Environmental Restoration Reconnaissance and Feasibility Reports (terrestrial and marine).

c. Actual examples of work for both the terrestrial and marine environment contractors would accomplish may include, but are not limited to the following:

(1) Literature searches-research, interviews, etc.;

(2) Data Collection – water quality samples, air quality parameters, noise parameters, traffic counts, biological specimens (marine and terrestrial), field observations, etc.;

(3) Data analysis/ interpretation – Laboratory testing; interpretation, mapping, digitizing, objective and subjective analysis of data, etc.;

(4) Environmental report writing;

(5) Environmental study design and mitigation feasibility;

(6) Habitat restoration planning/design and improvements analysis;

(7) Land use and land use analysis;

(8) Professional writing/review/comment/edit/ of draft planning and environmental reports;

(9) Cultural resources, recreation survey;

(10) Interactive group dynamic/ public group coordination facilitation;

(11) Integrated Watershed-level Planning for land use requirements and environmental resource conservation.

4. PERSONNEL MANAGEMENT REQUIREMENTS. The Contractor shall furnish sufficient technical supervisory and administrative personnel at all times to insure prosecution of work in accordance with the delivery schedule.

   a. Promptly following the issuance of each task order, the Contractor shall select a project manager and shall immediately advise the contracting Officer, in writing, of the name of the individual as designated.
   b. The Project Manager shall have full supervisory and disciplinary authority over all personnel assigned under this contract. This official shall be responsible for maintaining fully staffed and equipped forces and for affording liaison between the contract forces and the accomplished task order with adequate internal controls and review procedures which shall eliminate conflicts, delays, errors, and omissions, and insure topical accuracy.

5. CONSULTATION REQUIREMENTS. The Contractor shall consult with the government concerning the methodology and procedures of the study to insure that the Government's interest is best served and all the objectives of the study are met. Meetings shall be held at a location and time determined by the Contracting Officer or his authorized representative after consultation with the Contractor, to review the progress of work to be performed under the terms of this Scope of Work, or at the specific request of the Contracting Officer. No formal meetings are scheduled at this time. The Government will provide the successful offeror with the date and locations of meeting as part of individual delivery orders. Meeting may be held at the Contractor's office, or at the project site, or in the Corps's office, at the discretion of the Contracting Officer or his authorized representative.

6. CONTRACT DIVING REQUIREMENTS. Diving operations will be carried out in accordance with attached diving regulations. (Section J, Attachment 1).

7. NOTICE TO THE GOVERNMENT OF DELAYS. In the event the contractor encounters difficulty in meeting performance requirements, or when he/she anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor had knowledge that may actually or potentially delay or threaten to delay the timely performance of this contract, the contractor shall immediately notify the Contracting Officer or his authorized representative in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

8. CONTRACTING OFFICER'S REPRESENTATIVE (COR). The Government will designate a COR who will provide all liason, supply Government-furnished data and services, and forward other necessary documents. Contractor interpretation and associated guidance/direction by the Government shall not be official unless specifically provided by the COR (or the Contracting Officer). The COR will seek the timely progress of the work and its satisfactory completion.

9. GOVERNMENT-FURNISHED DATA. Existing drawings, maps, aerial photographs, and related engineering data on the project will be made available to support study requirements. All data shall remain the property of the Government. Data will be available at the Los Angeles District Office at a time mutually agreeable to the Contractor and Contracting Officer.

10. PRELIMINARY DATA. During the progress of the work, the Contractor may be called upon by the Government to provide preliminary study data and information which might be deemed necessary to satisfy Government needs. The Contractor shall provide data from this project to the extent that such request does not distract from the contractual objectives of the study.

11. RESPONSIBILITY FOR CORRECT DOCUMENTS. The Contractor is expected to review his/her work. Corrections and clarifications shall be made by the Contractor if found necessary by the Contracting officer during review. Work required for correction or clarification shall be completed and resubmitted within seven (7) calendar days after request for such service is made by the Contracting Officer or by his authorized representative.

12. CORRECTIONS OF FINAL DOCUMENTS. Following review of final documents and approval, the contractor shall make all changes and corrections required and resubmit corrected copies as required by the task orders as soon as possible and within the time schedule established in the delivery order.

13. REVIEW OF DOCUMENTS BY OTHER FIRMS. The Contracting Officer may engage another firm for the purpose of reviewing the adequacy and correctness of the work performed under this contract.

14. DISSEMINATION OF DATA. Neither the Contractor nor his representative shall release any sketch, photographs, map report, newspaper article, or other materials of any nature obtained or prepared under the contract without specific written approval of the Contracting Officer or his authorized representative. All data, reports, and material relevant to the project are the property of the government and will not be released by the Contractor without written approval of the Contracting Officer or his authorized representative. The above material shall be submitted to the Contracting Officer's representative upon request or at the termination or completion of the task order.

END OF SECTION C

SECTION D Packaging and Marking

AFARS 4.9002 Contract Reporting Requirements..... 2

SECTION D

AFARS 4.9002 Contract Reporting Requirements

'Reporting of Contractor Manpower Data Elements'

(a) Scope. The following sets forth contractual requirements for reporting of contractor labor work year equivalents (also called Contractor Man-year Equivalents (CMEs)) in support of the Army, pursuant to 10 U.S.C. 129a, 10 U.S.C. 2461(g), Section 343 of P.L. 106-65, and 32 CFR 668. Reporting shall be accomplished electronically by direct contractor submission to the secure Army Web Site: https://contractormanpower.us.army.mil. Information on the background, purposes, and significance of this reporting requirement, and the 32 CFR 668 Final Rule as published in the Federal Register, can be found at this Web Site. In addition, a Help Desk function, detailed instructions on what and how to report, FAQs, and a site demonstration are available. The Army's objective is to collect as much significant CME data as possible to allow accurate reporting to Congress and for effective Army planning. The reporting data elements should not be viewed as an "all or nothing" requirement. Even partial reporting, e.g., direct labor hours, appropriation data, place of performance, Army customer, etc., will be helpful.

(b) Applicability. This reporting requirement applies to services covered by Federal Supply Class or Service codes for "Research and Development," and "Other Services and Construction." Report submissions shall not contain classified information. (Also see "Exemptions" at (d) below.)

(c) Requirements. The contractor is required to report the following contractor manpower information, associated with performance of this contract action in support of Army requirements, for all covered contracts, to the Office, Assistant Secretary of the Army (Manpower and Reserve Affairs) (ASA(M&RA)), using the secure Army data collection web-site at https://contractormanpower.us.army.mil. (Other information requirements associated with the manpower data collection (contract and task or delivery order numbers; appropriation data and amounts; total estimated value of contract; federal supply class or service code; major Army organizational element receiving or reviewing work; beginning and ending date for reporting period; place of performance: name, address, and point of contract for contractor; etc.) are specified and explained at the web site.)

(1) Labor Hours. Composite direct labor hours and the value of those hours. Composite Indirect labor hours associated with the reported direct hours, and the value of those indirect labor hours plus compensation related costs for direct labor hours ordinarily included in the indirect pools.[1]

(2) Alternatively. Contractors may report two distinct, relevant (annualized) composite or average indirect labor rates in lieu of raw indirect labor hours and the value of those indirect hours. Such rates shall be annualized average estimates for the reporting contractor and need not be developed for each reporting period. Either method chosen should be consistently reported.

(d) Exemption(s). If the contractor is unable to comply with these reporting requirements without creating a whole new cost allocation system or system of records (such as a payroll accounting system), or due to similar insurmountable practical or economic reasons, the contractor may claim an exemption to at least a portion of the reporting requirement by certifying in writing to the Contracting Officer the clear underlying reason(s) for exemption from the specified report data element(s), and further certifying that they do not otherwise have to provide the exempted information, in any form, to the United States

[1] Compensation costs are defined in the reporting instructions at the Army Web Site

Government. The "self-exemption" will apply to all contract actions involving the contractor and will be reviewed and approved by the Deputy Assistant Secretary of the Army (Procurement), in coordination with the Deputy Assistant Secretary of the Army (Force Management and Resources), whose decision is final in this matter.

(e) Uses and Safeguarding of Information. The information submitted will be treated as contractor proprietary information when associated with a contractor name or contract number.

(f) Subcontract Data. The contractor shall ensure that all reportable subcontract data is timely reported to the data collection web site (citing this contract/order number). At the discretion of the prime contractor, this reporting may be done directly by subcontractors to the data collection site; or by the prime contractor after consolidating and rationalizing all significant data from their subcontractors.

(g) Report schedule. The contractor is required to report the required information to the ASA(M&RA) data collection web site generally contemporaneous with submission of a request for payment (for example, voucher, invoice, or request for progress payment), but not less frequently than quarterly, retroactive to October l' 1999, or the start of the contract/order, whichever is later. Deviation from this schedule requires approval of the Contracting Officer.

(h) Reporting Flexibility. Contractors are encouraged to communicate with the Help Desk identified at the data collection web site to resolve reporting difficulties. The web site reporting pages include a "Remarks" field to accommodate non-standard data entries if needed to facilitate simplified reporting and to minimize reporting burdens arising out of unique circumstances. Changes to facilitate reporting may be authorized by the Contracting Officer or the Help Desk (under HQOA policy direction and oversight).

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS 2
52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996) 2

SECTION E

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	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

SECTION F Deliveries or Performance

DELIVERY INFORMATION 2
52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) 2
52.242-15 STOP-WORK ORDER (AUG 1989) 2

SECTION F

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001		Dollars, U.S.	1,000,000.00	Dest.	
0002		Dollars, U.S.	1,000,000.00	Dest.	
0003		Dollars, U.S.	1,000,000.00	Dest.	

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within one year provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed (3) three years or (36) thirty-six months.
(End of clause)

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing,

accordingly, if--

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

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

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

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

SECTION G Contract Administration Data

CONTRACT ADMINISTRATION DATA 2

SECTION G

CONTRACT ADMINISTRATION DATA

The Contract Administration Office for this contract subsequent to award is:

Department of the Army
Los Angeles District, Corps of Engineers
P.O. Box 532711
Los Angeles, California 90053-2325

ATTN: Mrs. Sandra Oquita
Telephone No: Area Code (213) 452-3249

Payment will be made by:

USACE Finance Center
ATTN: CEFC-AO-P
5270 Integrity Drive
Millington, TN 38054-5005

Submit Invoices to:

Department of the Army
Los Angeles District, Corps of Engineers
P.O. Box 532711
Los Angeles, CA 90053-2325
ATTN: Ronald Lockman 213 452-3847

SECTION H Special Contract Requirements

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SECTION H

Mandatory Information for Electronic Funds Transfer Payment

1. Reference Federal Acquisition Regulation (FAR) Clause 52.232-33 "Payment by Electronc Funds Transfer - - Central Contractor Registration."

2. Payment for any award resulting from this solicitation shall be made by Electronic Funds Transfer (EFT) after 1 June 1999.

3. The Deposity Form and Instructions required to process payments for EFT can be found at http://www.fc.usace.army.mil/Direct/dir_d.html or obtained from the Contract Specialist handling this solicitation.

4. A statement will be sent to the vendor detailing the amount and effective date of payments made by direct deposit.

5. All information on a vendor's Direct Deposit will be maintained in each Conracting Officer's database; therefore, the Direct Deposit form need only be submitted once for contracts awarded by the Los Angeles District, unles the vendor is using another company name or "Doing Business As" name.

52.001-4015 I PER DIEM

Per diem at the prevailing rate specified in the Government Joint Travel Regulations will be paid when the Contractor is required to remain at any location on an overnight basis. The current per diem rates for the following cities are:

Locality	Rate
Los Angeles, CA	$145.00
Las Vegas, NV	$110.00
Phoenix, AZ	$149.00
Tucson, AZ	$123.00
Yuma, AZ	$ 96.00
San Diego, CA	$145.00
Barstow, CA	$106.00
Riverside, CA	$133.00

52.0000-4023 SAFETY REQUIREMENTS

The bidder's attention is directed to the latest version of U.S Army Corps of Engineers Safety and Health Manual, EM 385-1-1, which will be strictly enforced. This publication may be obtained from the US Army Engineer District, Los Angeles, ATTN: Safety Office, P.O. Box 532711, Los Angeles, California 90053-2325.

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery

orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through expiration of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 Order Limitations. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of $1,000,000.00;

(2) Any order for a combination of items in excess of $1,000,000.00; or

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to

multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration of the contract and the last completion date of any Task Orders issued against this contract by the Contracting Officer.

(End of clause)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
Lab Technician	$18.42
Cartographic Technician	$26.40
Technical Writer	$28.04
Word Processor II	$14.92
Archeology Technician	$21.06

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

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SECTION I

52.202-1 DEFINITIONS. (OCT 1995)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency, and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. “Minor” modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(f) "Contracting Officer" means a person 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.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed $100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed $100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(3) A special Government employee, as defined in section 202, title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of theperson's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding $100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTING OR COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Printed or copied double-sided means printing or reproducing a document so that information is on both sides of a sheet of paper.

Recovered material, for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet

minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

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

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because--

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data--Modifications.

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

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

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

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

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

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

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

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.222-3 Convict Labor (Aug 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

(2) Representatives of local union central bodies or similar labor union organizations have been consulted;

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding $100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

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(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding $100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of $10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of $10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race,

color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

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

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of $10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job

applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

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

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of $10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the

information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

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(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than

any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this con- tract, the Contractor shall classify any class of service employee which is not listed therein 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) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent informa-tion to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determina- tions issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer

of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or fur- nished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such

determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be

withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524,

and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed $1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug

statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved

for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) though (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed $100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding $100,000 (including all options), the substance of this clause, except this paragraph (e).

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any ``Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutea not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has

agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101.to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101.to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

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

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least $1,000 or 50 percent of the total contract price.

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

52.232-25 PROMPT PAYMENT (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Due date--(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this

clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the

Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than $1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of $1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed $5,000;

(2) The additional penalty shall never be less than $25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than $1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

52.233-1 Disputes. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding $100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disput resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later,

until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

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

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

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

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

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

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

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

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

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

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE III (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(f) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

52.248-1 VALUE ENGINEERING (FEB 2000) - ALTERNATE III (APR 1984)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units scheduled for delivery during the sharing period. If this contract is a multiyear contract, future contract savings include savings on quantities funded after VECP acceptance.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at the later of (1) 3 years after the first unit affected by the VECP is accepted or (2) the last scheduled delivery date of an item affected by the VECP under this contract's delivery schedule in effect at the time the VECP is accepted.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above

(incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

Government/Contractor Shares of Net Acquisition Savings
[Figures in percent]

Sharing arrangement				
Contract type	Incentive (voluntary)		Program requirement (mandatory)	
	Concurrent and contract rate	Instant future contract rate	Concurrent and contract rate	Instant future contract rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts).....	\1\ 50/50	\1\ 50/50	75/25	75/25
Incentive (fixed-price or cost) (other than award fee).....	(\2\)	\1\ 50/50	(\2\)	75/25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts).....	\3\ 75/25	\3\ 75/25	85/15	85/15

\1\ The contracting officer may increase the contractor's sharing rate to as high as 75 percent for each VECP. (See 48.102(g) (1) through (7).)

\2\ Same sharing arrangement as the contract's profit or fee adjustment formula.

\3\ The contracting officer may increase the contractor's sharing rate to as high as 50 percent for each VECP. (See 48.102(g) (1) through (7).

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-3 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(k) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(l) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is

received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and

for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than $500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

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

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS. (NOV 1995)

(a) Definitions. As used in this clause:

(1) Computer data base means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) Detailed manufacturing or process data means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) Developed means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for

sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(9) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) Form, fit, and function data means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) Limited rights means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless-

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data to be Furnished With Restrictions \1/	Basis for Assertion \2/	Asserted Rights Category \3/	Name of Person Asserting Restrictions \4/
(LIST)	(LIST)	(LIST)	(LIST)

\1/ If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such items, component, or process.

\2/ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\3/ Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\4/ Corporation, individual, or other person, as appropriate.
Date _____

Printed Name and Title _____

_____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

Government Purpose Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

_____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

_____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliersthat will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor

or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers. (5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

252.227-7018 Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program. (JUN 1995)

(a) Definitions. As used in this clause:

(1) "Commercial computer software" means software developed or regularly used for nongovernmental purposes which--

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) "Computer database" means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) "Computer program" means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, re-created, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) "Developed" means--

(i) (Applicable to technical data other than computer software documentation.) An item, component, or process, exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on

the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component or process be actually reduced to practice within the meaning of Title 35 of the United States Code;

(ii) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(iii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iv) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) "Form, fit, and function data" means technical data that describe the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) "Generated" means technical data or computer software first created in the performance of this contract.

(13) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software for commercial purposes or authorize others to do so.

(14) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or permit the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or permit the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release disclosure, or use of the technical data; and

(iv) The Contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) "Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of computer software or is of the type customarily provided in the commercial marketplace.

(16) "Noncommercial computer software" means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(17) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to--

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may--

(A) Use the modified software only as provided in paragraphs (a)(17) (i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(17) (ii), (v) and (vi) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that--

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(17)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(17)(i) of this clause; and

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items, procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that--

(A) The intended recipient is subject to the non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(17)(iv) of this clause, for any other purpose.

(18) "SBIR data rights" means a royalty-free license for the Government, including its support service contractors, to use, modify, reproduce, release, perform, display, or disclose technical data or computer software generated and delivered under this contract for any United States Government purpose.

(19) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(20) "Unlimited rights" means rights to use, modify, reproduce, release, perform, display, or disclose, technical data or computer software in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data and computer software. The Contractor grants or shall obtain for the Government the following royalty-free, world-wide, nonexclusive, irrevocable license rights in technical data or noncommercial computer software. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in technical data, including computer software documentation, or computer software generated under this contract that are--

(i) Form, fit, and function data;

(ii) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(iii) Corrections or changes to Government-furnished technical data or computer software;

(iv) Otherwise publicly available or have been released or disclosed by the Contractor or a subcontractor without restrictions on further use, release or disclosure other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data or computer software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Data or software in which the Government has acquired previously unlimited rights under another Government contract or through a specific license; and

(vi) SBIR data upon expiration of the SBIR data rights period.

(2) Limited rights. The Government shall have limited rights in technical data, that were not generated under this contract, pertain to items, components or processes developed exclusively at private expense, and are marked, in accordance with the marking instructions in paragraph (f)(1) of this clause, with the legend prescribed in paragraph (f)(2) of this clause.

(3) Restricted rights in computer software. The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise furnished to the Government under this contract that were developed exclusively at private expense and were not generated under this contract.

(4) SBIR data rights. (i) Except for technical data, including computer software documentation, or computer software in which the Government has unlimited rights under paragraph (b)(1) of this clause, the Government shall have SBIR data rights in all technical data or computer software generated under this contract during the period commencing with contract award and ending upon the date five years after completion of the project from which such data were generated.

(ii) The Government may not release or disclose SBIR data to any person, other than its support services contractors, except--

(A) As expressly permitted by the Contractor;

(B) For evaluation purposes; or

(C) A release, disclosure, or use that is necessary for emergency repair or overhaul of items operated by the Government.

(iii) A release or disclosure of SBIR data to the Government's support services contractors, or a release or disclosure under paragraph (b)(4)(ii)(B) or (C) of this clause, may be made only if, prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the technical data or software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use of Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(5) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(4) of this clause may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in technical data, including computer software documentation, than are enumerated in paragraph (a)(14) of this clause or lesser rights in computer software than are enumerated in paragraph (a)(17) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(6) Prior government rights. Technical data, including computer software documentation, or computer software that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, release, perform, display, or disclose the technical data or computer software have expired or no longer apply.

(7) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data, computer software, or computer software documentation made in accordance with paragraph (a)(14), (a)(17), or (b)(4) of this clause, or in accordance with the terms of a license negotiated under paragraph (b)(5) of this clause, or by others to whom the recipient has released or disclosed the data, software, or documentation and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data or software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative software or documentation.

(d) Third party copyrighted technical data and computer software. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted technical data, including computer software documentation, or computer software in the data or software to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data or software of the appropriate scope set forth in paragraph (b) of this clause and, prior to delivery of such--

(1) Technical data, has affixed to the transmittal document a statement of the license rights obtained; or

(2) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer.

(e) Identification and delivery of technical data or computer software to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to technical data or computer software that were or will be generated under this contract or to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data or computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any technical data or computer software with restrictive markings unless the technical data or computer software are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the technical data or computer software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST)	(LIST)	(LIST)	(LIST)

\1\ If the assertion is applicable to items, components, or processes developed at private expense, identify both the technical data and each such item, component, or process.

\2\ Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data or computer software. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\3\ Enter asserted rights category (e.g., limited rights, restricted rights, government purpose rights, or government purpose license rights from a prior contract, SBIR data rights under another contract, or specifically negotiated licenses).

\4\ Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertions, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions--Computer Software and/or Validation of Restrictive Markings on Technical Data clauses of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software to be delivered under this contract by marking the deliverable data or software subject to restriction. Except as provided in paragraph (f)(6) of this clause, only the following markings are authorized under this contract: the limited rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause, the SBIR data rights legend at paragraph (f)(4) of this clause, or the special license rights legend at paragraphs (f)(5) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend to all technical data and computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data or computer software for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data or computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of technical data, computer software, or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Limited rights markings. Technical data not generated under this contract that pertain to items, components, or processes developed exclusively at private expense and delivered or otherwise furnished with limited rights shall be marked with the following legend:

Limited Rights
Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(3) Restricted rights markings. Computer software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

Restricted Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) SBIR data rights markings: Except for technical data or computer software in which the Government has acquired unlimited rights under paragraph (b)(1) of this clause, or negotiated special license rights as provided in paragraph (b)(5) of this clause, technical data or computer software generated under this contract shall be marked with the following legend. The Contractor shall enter the expiration date for the SBIR data rights period on the legend:

SBIR Data Rights

Contract No. _____

Contractor Name _____

Address _____

Expiration of SBIR Data Rights Period _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software marked with this legend are restricted during the period shown as provided in paragraph (b)(4) of the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(5) Special license rights markings. (i) Technical data or computer software in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this technical data or computer software are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

(end of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(6) of this clause).

(6) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software, and those restrictions are still applicable, the Contractor may mark such data or software with the appropriate restrictive legend for which the data or software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor, and its subcontractors or suppliers that will deliver technical data or computer software with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data or computer software delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data or computer software furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data and the Validation of Asserted Restrictions--Computer Software clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the applicable procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming markings. A nonconforming marking is a marking placed on technical data or computer software delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data or the Validation of Asserted Restrictions--Computer Software clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (6)) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data or computer software. (1) The Contractor shall not charge to this contract any cost, including but not limited to, license fees, royalties, or similar charges, for rights in technical data or computer software to be delivered under this contract when--

(i) the Government has acquired, by any means, the same or greater rights in the data or software; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor of supplier technical data or computer software, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data or computer software will be delivered.

(k) Applicability to subcontractors or suppliers. (1) the Contractor shall assure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes required by paragraph (e) of this clause are recognized and protected.

(2) Whenever any noncommercial technical data or computer software is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. The Contractor shall use the Technical Data--Commercial Items clause of this contract to obtain technical data pertaining to commercial items, components, or processes. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data or computer software.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for technical data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such technical data directly to the Government, rather than through a higher tier contractor, subcontractor, or supplier.

(4) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data or computer software from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data or computer software as an excuse for failing to satisfy its contractual obligation to the Government.

252.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)

All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. _____ is complete, accurate, and complies with all requirements of the contract.

Date _____

Name and Title of Authorized Official _____

(End of clause)

252.227-7037 Validation of Restrictive Markings on Technical Data. (SEP 199)

(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(b) Contracts for commercial items--presumption of development at private expense. Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department provides demonstrates that the item, component, or process was not developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or

disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

(d) Prechallenge request for information. (1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall--

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2) (ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) if the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2)(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking of a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit. (1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained--

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained--

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data--

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

(End of clause)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.246-7001 WARRANTY OF DATA (DEC 1991)

(a) Definition. "Technical data" has the same meaning as given in the clause in this contract entitled, Rights in Technical Data and Computer Software.

(b) Warranty. Notwithstanding inspection and acceptance by the Government of technical data furnished under this contract, and not- withstanding any provision of this contract concerning the conclusiveness of acceptance, the Contractor warrants that all technical data delivered under this contract will at the time of delivery conform with the specifications and all other requirements of this contract. The warranty period shall extend for three years after completion of the delivery of the line item of data (as identified in DD Form 1423, Contract Data Requirements List) of which the data forms a part; or any longer period specified in the contract.

(c) Contractor Notification. The Contractor agrees to notify the Contracting Officer in writing immediately of any breach of the above warranty which the Contractor discovers within the warranty period.

(d) Remedies. The following remedies shall apply to all breaches of the warranty, whether the Contractor notifies the Contracting Officer in accordance with paragraph (c) of this clause or if the Government notifies the Contractor of the breach in writing within the warranty period:

(1) Within a reasonable time after such notification, the Contracting Officer may--

(i) By written notice, direct the Contractor to correct or replace at the Contractor's expense the nonconforming technical data promptly; or

(ii) If the Contracting Officer determines that the Government no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by the Government, inform the Contractor by written notice that the Government elects a price or fee adjustment instead of correction or replacement.

(2) If the Contractor refuses or fails to comply with a direction under paragraph (d)(1)(i) of this clause, the Contracting Officer may - within a reasonable time of the refusal or failure--

(i) By contract or otherwise, correct or replace the nonconforming technical data and charge the cost to the Contractor; or

(ii) Elect a price or fee adjustment instead of correction or replacement.

(3) The remedies in this clause represent the only way to enforce the Government's rights under this clause.

(e) The provisions of this clause apply anew to that portion of any corrected or replaced technical data furnished to

the Government under paragraph (d)(1)(i) of this clause.

(End of clause)

252.247-7023 Transportation of Supplies by Sea (MAR 2000)

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

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

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

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

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

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

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

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

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

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

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

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

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY

TOTAL_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

SECTION J List of Attachments

WAGE DETERMINATION NO: 94-2023 REV (21) AREA: AZ,PHOENIX **2**
WAGE DETERMINATION NO: 94-2025 REV (23) AREA: AZ,TUSCON **12**
WAGE DETERMINATION NO: 94-2027 REV (15) AREA: AZ,YUMA **22**
WAGE DETERMINATION NO: 94-2051 REV (19) AREA: CA,OAKLAND **32**
WAGE DETERMINATION NO: 94-2051 REV (19) AREA: CA,OAKLAND **32**
WAGE DETERMINATION NO: 94-2053 REV (18) AREA: CA,RIVERSIDE **42**
WAGE DETERMINATION NO: 94-2055 REV (17) AREA: CA,SACRAMENTO **52**
WAGE DETERMINATION NO: 94-2057 REV (25) AREA: CA,SAN DIEGO **62**
WAGE DETERMINATION NO: 94-2043 REV (17) AREA: CA,BAKERSFIELD **72**
WAGE DETERMINATION NO: 94-2049 REV (16) AREA: CA,MONTEREY **82**
WAGE DETERMINATION NO: 94-2047 REV (18) AREA: CA,LOS ANGELES/SANTA ANA **92**
WAGE DETERMINATION NO: 94-2045 REV (16) AREA: CA,FRESNO **102**
WAGE DETERMINATION NO: 94-2049 REV (16) AREA: CA,MONTEREY **112**
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WAGE DETERMINATION NO: 94-2331 REV (16) AREA: NV,LAS VEGAS **142**
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SECTION J

WAGE DETERMINATION NO: 94-2023 REV (21) AREA: AZ, PHOENIX

WAGE DETERMINATION NO: 94-2023 REV (21) AREA: AZ, PHOENIX
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
| WASHINGTON D.C. 20210
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|
| Wage Determination No.: 1994-2023
William W.Gross Division of | Revision No.: 21
Director Wage Determinations| Date Of Last Revision: 05/31/2001

State: Arizona
Area: Arizona Counties of Apache, Coconino, Gila, Maricopa, Navajo, Pinal, Yavapai

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.56
Accounting Clerk II	9.44
Accounting Clerk III	10.75
Accounting Clerk IV	12.94
Court Reporter	12.54
Dispatcher, Motor Vehicle	12.54
Document Preparation Clerk	9.66
Duplicating Machine Operator	9.69
Film/Tape Librarian	11.47
General Clerk I	7.54
General Clerk II	8.81
General Clerk III	9.61
General Clerk IV	11.43
Housing Referral Assistant	13.87
Key Entry Operator I	8.96
Key Entry Operator II	10.08
Messenger (Courier)	7.66
Order Clerk I	8.75
Order Clerk II	12.19
Personnel Assistant (Employment) I	9.32
Personnel Assistant (Employment) II	11.54
Personnel Assistant (Employment) III	12.97
Personnel Assistant (Employment) IV	14.40
Production Control Clerk	13.87
Rental Clerk	11.47
Scheduler, Maintenance	11.47
Secretary I	10.85
Secretary II	12.54
Secretary III	13.87
Secretary IV	16.04
Secretary V	19.70
Service Order Dispatcher	10.67

Stenographer I	9.69
Stenographer II	10.89
Supply Technician	15.96
Survey Worker (Interviewer)	12.54
Switchboard Operator-Receptionist	9.69
Test Examiner	12.54
Test Proctor	12.54
Travel Clerk I	9.42
Travel Clerk II	10.17
Travel Clerk III	10.93
Word Processor I	10.54
Word Processor II	12.03
Word Processor III	13.37
Automatic Data Processing Occupations	
Computer Data Librarian	12.16
Computer Operator I	9.42
Computer Operator II	11.92
Computer Operator III	14.12
Computer Operator IV	17.04
Computer Operator V	18.58
Computer Programmer I (1)	15.69
Computer Programmer II (1)	18.69
Computer Programmer III (1)	21.72
Computer Programmer IV (1)	26.28
Computer Systems Analyst I (1)	22.13
Computer Systems Analyst II (1)	26.05
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	10.88
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	17.37
Automotive Glass Installer	15.63
Automotive Worker	15.63
Electrician, Automotive	16.50
Mobile Equipment Servicer	13.37
Motor Equipment Metal Mechanic	17.37
Motor Equipment Metal Worker	15.63
Motor Vehicle Mechanic	17.37
Motor Vehicle Mechanic Helper	12.16
Motor Vehicle Upholstery Worker	14.59
Motor Vehicle Wrecker	15.63
Painter, Automotive	16.50
Radiator Repair Specialist	15.63
Tire Repairer	12.92
Transmission Repair Specialist	17.37
Food Preparation and Service Occupations	
Baker	11.30
Cook I	9.77
Cook II	11.30
Dishwasher	7.33
Food Service Worker	6.57
Meat Cutter	13.00
Waiter/Waitress	7.22
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	16.50
Furniture Handler	9.89
Furniture Refinisher	16.50
Furniture Refinisher Helper	12.16

Furniture Repairer, Minor	14.59
Upholsterer	16.50
General Services and Support Occupations	
Cleaner, Vehicles	7.02
Elevator Operator	7.33
Gardener	10.47
House Keeping Aid I	6.35
House Keeping Aid II	7.33
Janitor	7.33
Laborer, Grounds Maintenance	7.74
Maid or Houseman	6.35
Pest Controller	10.70
Refuse Collector	7.33
Tractor Operator	9.56
Window Cleaner	8.30
Health Occupations	
Dental Assistant	11.21
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	12.33
Licensed Practical Nurse II	13.72
Licensed Practical Nurse III	15.35
Medical Assistant	9.92
Medical Laboratory Technician	11.24
Medical Record Clerk	11.24
Medical Record Technician	15.57
Nursing Assistant I	7.35
Nursing Assistant II	8.26
Nursing Assistant III	8.71
Nursing Assistant IV	9.79
Pharmacy Technician	12.19
Phlebotomist	10.09
Registered Nurse I	15.57
Registered Nurse II	19.06
Registered Nurse II, Specialist	19.06
Registered Nurse III	23.06
Registered Nurse III, Anesthetist	23.06
Registered Nurse IV	27.62
Information and Arts Occupations	
Audiovisual Librarian	16.04
Exhibits Specialist I	15.53
Exhibits Specialist II	19.16
Exhibits Specialist III	23.37
Illustrator I	15.53
Illustrator II	19.16
Illustrator III	23.37
Librarian	19.75
Library Technician	12.08
Photographer I	13.47
Photographer II	15.53
Photographer III	19.16
Photographer IV	23.37
Photographer V	28.35
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.09
Counter Attendant	7.09
Dry Cleaner	7.91
Finisher, Flatwork, Machine	7.09

Presser, Hand	7.09
Presser, Machine, Drycleaning	7.09
Presser, Machine, Shirts	7.09
Presser, Machine, Wearing Apparel, Laundry	7.09
Sewing Machine Operator	8.42
Tailor	8.97
Washer, Machine	7.75
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	16.74
Tool and Die Maker	22.78
Material Handling and Packing Occupations	
Forklift Operator	12.27
Fuel Distribution System Operator	13.37
Material Coordinator	14.72
Material Expediter	14.72
Material Handling Laborer	9.65
Order Filler	10.28
Production Line Worker (Food Processing)	10.78
Shipping Packer	11.12
Shipping/Receiving Clerk	11.12
Stock Clerk (Shelf Stocker; Store Worker II)	10.66
Store Worker I	8.00
Tools and Parts Attendant	11.57
Warehouse Specialist	11.57
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.02
Aircraft Mechanic Helper	13.32
Aircraft Quality Control Inspector	22.75
Aircraft Servicer	15.98
Aircraft Worker	17.11
Appliance Mechanic	16.50
Bicycle Repairer	12.92
Cable Splicer	19.98
Carpenter, Maintenance	16.50
Carpet Layer	15.63
Electrician, Maintenance	19.99
Electronics Technician, Maintenance I	11.53
Electronics Technician, Maintenance II	19.51
Electronics Technician, Maintenance III	21.46
Fabric Worker	14.59
Fire Alarm System Mechanic	17.37
Fire Extinguisher Repairer	13.37
Fuel Distribution System Mechanic	17.37
General Maintenance Worker	15.63
Heating, Refrigeration and Air Conditioning Mechanic	17.37
Heavy Equipment Mechanic	17.37
Heavy Equipment Operator	17.34
Instrument Mechanic	19.98
Laborer	7.33
Locksmith	16.50
Machinery Maintenance Mechanic	17.37
Machinist, Maintenance	17.37
Maintenance Trades Helper	12.16
Millwright	17.37
Office Appliance Repairer	16.50
Painter, Aircraft	18.09
Painter, Maintenance	16.50

Pipefitter, Maintenance	17.58
Plumber, Maintenance	16.70
Pneudraulic Systems Mechanic	17.37
Rigger	17.37
Scale Mechanic	15.63
Sheet-Metal Worker, Maintenance	17.37
Small Engine Mechanic	15.63
Telecommunication Mechanic I	17.37
Telecommunication Mechanic II	21.02
Telephone Lineman	17.37
Welder, Combination, Maintenance	17.37
Well Driller	17.37
Woodcraft Worker	17.37
Woodworker	13.37
Miscellaneous Occupations	
Animal Caretaker	8.07
Carnival Equipment Operator	10.26
Carnival Equipment Repairer	11.24
Carnival Worker	7.33
Cashier	7.95
Desk Clerk	9.75
Embalmer	16.57
Lifeguard	9.02
Mortician	16.57
Park Attendant (Aide)	11.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.98
Recreation Specialist	13.51
Recycling Worker	10.26
Sales Clerk	9.98
School Crossing Guard (Crosswalk Attendant)	7.28
Sport Official	9.02
Survey Party Chief (Chief of Party)	18.60
Surveying Aide	11.21
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.79
Swimming Pool Operator	11.35
Vending Machine Attendant	8.96
Vending Machine Repairer	11.35
Vending Machine Repairer Helper	8.96
Personal Needs Occupations	
Child Care Attendant	9.75
Child Care Center Clerk	13.87
Chore Aid	6.35
Homemaker	15.19
Plant and System Operation Occupations	
Boiler Tender	17.37
Sewage Plant Operator	17.48
Stationary Engineer	18.62
Ventilation Equipment Tender	12.16
Water Treatment Plant Operator	17.48
Protective Service Occupations	
Alarm Monitor	10.65
Corrections Officer	17.99
Court Security Officer	19.14
Detention Officer	18.00
Firefighter	18.02
Guard I	7.74
Guard II	11.64

Police Officer	21.39
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	13.79
Hatch Tender	13.79
Line Handler	13.79
Stevedore I	12.85
Stevedore II	14.60
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.00
Air Traffic Control Specialist, Station (2)	18.62
Air Traffic Control Specialist, Terminal (2)	20.50
Archeological Technician I	13.83
Archeological Technician II	15.47
Archeological Technician III	19.16
Cartographic Technician	19.48
Civil Engineering Technician	19.16
Computer Based Training (CBT) Specialist/ Instructor	20.44
Drafter I	12.87
Drafter II	14.45
Drafter III	16.66
Drafter IV	20.55
Engineering Technician I	14.19
Engineering Technician II	15.46
Engineering Technician III	19.52
Engineering Technician IV	23.03
Engineering Technician V	25.02
Engineering Technician VI	28.63
Environmental Technician	16.90
Flight Simulator/Instructor (Pilot)	24.06
Graphic Artist	20.44
Instructor	20.44
Laboratory Technician	14.00
Mathematical Technician	20.13
Paralegal/Legal Assistant I	13.55
Paralegal/Legal Assistant II	16.04
Paralegal/Legal Assistant III	19.58
Paralegal/Legal Assistant IV	23.75
Photooptics Technician	20.13
Technical Writer	19.58
Unexploded (UXO) Safety Escort	17.16
Unexploded (UXO) Sweep Personnel	17.16
Unexploded Ordnance (UXO) Technician I	17.16
Unexploded Ordnance (UXO) Technician II	20.76
Unexploded Ordnance (UXO) Technician III	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	14.00
Weather Observer, Senior (3)	16.90
Weather Observer, Upper Air (3)	14.00
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.93
Parking and Lot Attendant	6.37
Shuttle Bus Driver	10.82
Taxi Driver	8.91
Truckdriver, Heavy Truck	14.87
Truckdriver, Light Truck	10.82
Truckdriver, Medium Truck	15.46
Truckdriver, Tractor-Trailer	14.87

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
HEALTH & WELFARE: $2.02 an hour or $80.80 a week or $350.13 a month.
VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)
HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)
THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):
1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).
HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, dying, mixing, and pressing of sensitive explosives pyrotechnic compositions such as lead azide, black powder and photoflash power. All dry-house activities involving

propellants or explosives. Demilitarization, modification, renovation, demolition, and
maintenance operations on sensitive explosives and incendiary materials. All operations
involving regarding and cleaning of artillery ranges.
A 4 percent differential is applicable to employees employed in a position that represents
a low degree of hazard. Including working with or in close proximity to explosives and
incendiary materials which involves potential injury such as laceration of hands, face, or
arms of the employee engaged in the operation and, possibly adjacent employees, 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 explosive and incendiary
ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is
covered under high degree hazard.)
** UNIFORM ALLOWANCE **
If employees are required to wear uniforms in the performance of this contract (either by
the terms of the Government contract, by the employer, by the state or local law, etc.),
the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such
uniforms is an expense that may not be borne by an employee where such cost reduces the
hourly rate below that required by the wage determination. The Department of Labor will
accept payment in accordance with the following standards as compliance:
The contractor or subcontractor is required to furnish all employees with an adequate
number of uniforms without cost or to reimburse employees for the actual cost of the
uniforms. In addition, where uniform cleaning and maintenance is made the responsibility
of the employee, all contractors and subcontractors subject to this wage determination
shall (in the absence of a bona fide collective bargaining agreement providing for a
different amount, or the furnishing of contrary affirmative proof as to the actual cost),
reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or
$.67 cents per day). However, in those instances where the uniforms furnished are made of
"wash and wear" materials, may be routinely washed and dried with other personal garments,
and do not require any special treatment such as dry cleaning, daily washing, or commercial
laundering in order to meet the cleanliness or appearance standards set by the terms of the
Government contract, by the contractor, by law, or by the nature of the work, there is no

requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:
The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
Copies of specific job descriptions may also be obtained from the appropriate contracting officer.
REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}
Conformance Process:
The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.
The process for preparing a conformance request is as follows:
1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the

employees involved, or where there is no authorized representative, the employees
themselves. This report should be submitted to the contracting officer no later than 30
days after such unlisted class(es) of employees performs any contract work.
3) The contracting officer reviews the proposed action and promptly submits a report of the
action, together with the agency's recommendations and pertinent information including the
position of the contractor and the employees, to the Wage and Hour Division, Employment
Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of
Regulations 29 CFR Part 4).
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves
the action via transmittal to the agency contracting officer, or notifies the contracting
officer that additional time will be required to process the request.
5) The contracting officer transmits the Wage and Hour decision to the contractor.
6) The contractor informs the affected employees.
Information required by the Regulations must be submitted on SF 1444 or bond paper.
When preparing a conformance request, the "Service Contract Act Directory of Occupations"
(the Directory) should be used to compare job definitions to insure that duties requested
are not performed by a classification already listed in the wage determination. Remember,
it is not the job title, but the required tasks that determine whether a class is included
in an established wage determination. Conformances may not be used to artificially split,
combine, or subdivide classifications listed in the wage determination.
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WAGE DETERMINATION NO: 94-2025 REV (23) AREA: AZ,TUSCON

WAGE DETERMINATION NO: 94-2025 REV (23) AREA: AZ,TUSCON
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
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| WASHINGTON D.C. 20210
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| Wage Determination No.: 1994-2025
William W.Gross Division of | Revision No.: 23
Director Wage Determinations| Date Of Last Revision: 05/31/2001

State: Arizona
Area: Arizona Counties of Cochise, Graham, Greenlee, Pima, Santa Cruz

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	7.79
Accounting Clerk II	9.11
Accounting Clerk III	10.59
Accounting Clerk IV	12.80
Court Reporter	11.67
Dispatcher, Motor Vehicle	11.67
Document Preparation Clerk	7.56
Duplicating Machine Operator	6.53
Film/Tape Librarian	7.56
General Clerk I	8.89
General Clerk II	6.32
General Clerk III	7.20
General Clerk IV	9.18
Housing Referral Assistant	13.07
Key Entry Operator I	12.49
Key Entry Operator II	8.52
Messenger (Courier)	9.83
Order Clerk I	7.89
Order Clerk II	10.60
Personnel Assistant (Employment) I	8.23
Personnel Assistant (Employment) II	9.25
Personnel Assistant (Employment) III	10.57
Personnel Assistant (Employment) IV	12.95
Production Control Clerk	14.31
Rental Clerk	8.92
Scheduler, Maintenance	8.92
Secretary I	8.92
Secretary II	10.19
Secretary III	12.49
Secretary IV	14.39
Secretary V	15.62
Service Order Dispatcher	10.22
Stenographer I	9.25
Stenographer II	10.35
Supply Technician	15.56

Survey Worker (Interviewer)	10.15
Switchboard Operator-Receptionist	6.65
Test Examiner	10.19
Test Proctor	10.19
Travel Clerk I	8.71
Travel Clerk II	9.13
Travel Clerk III	9.59
Word Processor I	9.21
Word Processor II	11.94
Word Processor III	13.37
Automatic Data Processing Occupations	
Computer Data Librarian	11.08
Computer Operator I	8.30
Computer Operator II	11.24
Computer Operator III	13.39
Computer Operator IV	14.88
Computer Operator V	16.48
Computer Programmer I (1)	13.50
Computer Programmer II (1)	16.60
Computer Programmer III (1)	17.51
Computer Programmer IV (1)	20.64
Computer Systems Analyst I (1)	16.86
Computer Systems Analyst II (1)	19.88
Computer Systems Analyst III (1)	24.66
Peripheral Equipment Operator	11.21
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	17.68
Automotive Glass Installer	15.17
Automotive Worker	15.17
Electrician, Automotive	16.79
Mobile Equipment Servicer	13.54
Motor Equipment Metal Mechanic	16.79
Motor Equipment Metal Worker	15.17
Motor Vehicle Mechanic	16.79
Motor Vehicle Mechanic Helper	12.60
Motor Vehicle Upholstery Worker	14.37
Motor Vehicle Wrecker	15.17
Painter, Automotive	15.98
Radiator Repair Specialist	15.17
Tire Repairer	13.08
Transmission Repair Specialist	16.79
Food Preparation and Service Occupations	
Baker	11.12
Cook I	8.67
Cook II	11.12
Dishwasher	6.69
Food Service Worker	6.30
Meat Cutter	11.30
Waiter/Waitress	6.86
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	15.98
Furniture Handler	10.70
Furniture Refinisher	15.98
Furniture Refinisher Helper	12.60
Furniture Repairer, Minor	14.37
Upholsterer	15.98
General Services and Support Occupations	

Cleaner, Vehicles	6.84
Elevator Operator	7.19
Gardener	9.74
House Keeping Aid I	6.49
House Keeping Aid II	7.19
Janitor	7.19
Laborer, Grounds Maintenance	7.71
Maid or Houseman	6.49
Pest Controller	10.58
Refuse Collector	6.25
Tractor Operator	9.07
Window Cleaner	7.89
Health Occupations	
Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	10.02
Licensed Practical Nurse II	11.24
Licensed Practical Nurse III	12.57
Medical Assistant	9.77
Medical Laboratory Technician	10.35
Medical Record Clerk	9.77
Medical Record Technician	13.54
Nursing Assistant I	7.17
Nursing Assistant II	8.06
Nursing Assistant III	8.80
Nursing Assistant IV	9.97
Pharmacy Technician	12.19
Phlebotomist	11.24
Registered Nurse I	15.57
Registered Nurse II	19.06
Registered Nurse II, Specialist	19.06
Registered Nurse III	23.06
Registered Nurse III, Anesthetist	23.06
Registered Nurse IV	27.62
Information and Arts Occupations	
Audiovisual Librarian	16.07
Exhibits Specialist I	14.31
Exhibits Specialist II	15.46
Exhibits Specialist III	18.92
Illustrator I	14.31
Illustrator II	15.46
Illustrator III	18.92
Librarian	16.27
Library Technician	12.41
Photographer I	11.16
Photographer II	14.31
Photographer III	15.46
Photographer IV	18.92
Photographer V	22.87
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.90
Counter Attendant	6.90
Dry Cleaner	13.20
Finisher, Flatwork, Machine	6.90
Presser, Hand	6.90
Presser, Machine, Drycleaning	6.90
Presser, Machine, Shirts	6.90

Presser, Machine, Wearing Apparel, Laundry	6.90
Sewing Machine Operator	8.84
Tailor	9.34
Washer, Machine	7.29
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	15.98
Tool and Die Maker	19.23
Material Handling and Packing Occupations	
Forklift Operator	13.54
Fuel Distribution System Operator	16.53
Material Coordinator	16.53
Material Expediter	8.19
Material Handling Laborer	9.21
Order Filler	9.17
Production Line Worker (Food Processing)	8.30
Shipping Packer	8.97
Shipping/Receiving Clerk	8.97
Stock Clerk (Shelf Stocker; Store Worker II)	12.25
Store Worker I	9.39
Tools and Parts Attendant	11.10
Warehouse Specialist	9.55
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	16.79
Aircraft Mechanic Helper	12.60
Aircraft Quality Control Inspector	17.60
Aircraft Servicer	14.37
Aircraft Worker	15.17
Appliance Mechanic	15.98
Bicycle Repairer	13.08
Cable Splicer	19.31
Carpenter, Maintenance	15.98
Carpet Layer	15.17
Electrician, Maintenance	16.79
Electronics Technician, Maintenance I	10.66
Electronics Technician, Maintenance II	15.98
Electronics Technician, Maintenance III	16.79
Fabric Worker	14.37
Fire Alarm System Mechanic	16.79
Fire Extinguisher Repairer	13.54
Fuel Distribution System Mechanic	16.79
General Maintenance Worker	15.17
Heating, Refrigeration and Air Conditioning Mechanic	16.79
Heavy Equipment Mechanic	16.79
Heavy Equipment Operator	17.07
Instrument Mechanic	16.79
Laborer	7.19
Locksmith	15.98
Machinery Maintenance Mechanic	16.79
Machinist, Maintenance	16.79
Maintenance Trades Helper	12.60
Millwright	16.79
Office Appliance Repairer	15.98
Painter, Aircraft	18.38
Painter, Maintenance	15.98
Pipefitter, Maintenance	16.79
Plumber, Maintenance	15.98
Pneudraulic Systems Mechanic	16.79

Rigger	16.79
Scale Mechanic	15.17
Sheet-Metal Worker, Maintenance	16.79
Small Engine Mechanic	15.17
Telecommunication Mechanic I	16.79
Telecommunication Mechanic II	20.24
Telephone Lineman	16.79
Welder, Combination, Maintenance	16.79
Well Driller	16.79
Woodcraft Worker	16.79
Woodworker	13.54
Miscellaneous Occupations	
Animal Caretaker	8.58
Carnival Equipment Operator	8.07
Carnival Equipment Repairer	8.67
Carnival Worker	7.00
Cashier	6.13
Desk Clerk	6.81
Embalmer	18.66
Lifeguard	6.13
Mortician	18.66
Park Attendant (Aide)	7.61
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	6.57
Recreation Specialist	8.21
Recycling Worker	8.07
Sales Clerk	6.13
School Crossing Guard (Crosswalk Attendant)	6.88
Sport Official	6.13
Survey Party Chief (Chief of Party)	10.84
Surveying Aide	6.13
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	7.61
Swimming Pool Operator	9.72
Vending Machine Attendant	8.07
Vending Machine Repairer	9.72
Vending Machine Repairer Helper	8.07
Personal Needs Occupations	
Child Care Attendant	6.70
Child Care Center Clerk	8.50
Chore Aid	6.50
Homemaker	9.44
Plant and System Operation Occupations	
Boiler Tender	16.79
Sewage Plant Operator	16.14
Stationary Engineer	16.79
Ventilation Equipment Tender	12.60
Water Treatment Plant Operator	16.14
Protective Service Occupations	
Alarm Monitor	7.84
Corrections Officer	18.00
Court Security Officer	19.14
Detention Officer	18.00
Firefighter	18.02
Guard I	6.13
Guard II	7.84
Police Officer	21.39
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	9.96

Hatch Tender	9.96
Line Handler	9.96
Stevedore I	9.43
Stevedore II	10.48
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.00
Air Traffic Control Specialist, Station (2)	18.62
Air Traffic Control Specialist, Terminal (2)	20.50
Archeological Technician I	11.39
Archeological Technician II	12.74
Archeological Technician III	15.78
Cartographic Technician	18.15
Civil Engineering Technician	15.78
Computer Based Training (CBT) Specialist/ Instructor	17.48
Drafter I	10.59
Drafter II	11.89
Drafter III	15.25
Drafter IV	16.48
Engineering Technician I	11.45
Engineering Technician II	12.85
Engineering Technician III	14.39
Engineering Technician IV	16.25
Engineering Technician V	19.89
Engineering Technician VI	24.06
Environmental Technician	15.78
Flight Simulator/Instructor (Pilot)	18.97
Graphic Artist	16.09
Instructor	19.31
Laboratory Technician	14.21
Mathematical Technician	15.78
Paralegal/Legal Assistant I	13.78
Paralegal/Legal Assistant II	16.42
Paralegal/Legal Assistant III	17.31
Paralegal/Legal Assistant IV	19.86
Photooptics Technician	15.78
Technical Writer	23.36
Unexploded (UXO) Safety Escort	17.16
Unexploded (UXO) Sweep Personnel	17.16
Unexploded Ordnance (UXO) Technician I	17.16
Unexploded Ordnance (UXO) Technician II	20.76
Unexploded Ordnance (UXO) Technician III	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	12.01
Weather Observer, Senior (3)	13.34
Weather Observer, Upper Air (3)	12.01
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	9.99
Parking and Lot Attendant	11.33
Shuttle Bus Driver	8.67
Taxi Driver	8.01
Truckdriver, Heavy Truck	12.02
Truckdriver, Light Truck	8.67
Truckdriver, Medium Truck	10.45
Truckdriver, Tractor-Trailer	12.96

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
HEALTH & WELFARE: $2.02 an hour or $80.80 a week or $350.13 a month.

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

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

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

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

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

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:
The duties of employees under job titles listed are those described in the "Service
Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the
Third Supplement, dated March 1997, unless otherwise indicated. This publication may be
obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the
Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
Copies of specific job descriptions may also be obtained from the appropriate contracting
officer.
REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444
(SF 1444)}
Conformance Process:
The contracting officer shall require that any class of service employee which is not
listed herein and which is to be employed under the contract (i.e., the work to be
performed is not performed by any classification listed in the wage determination), be
classified by the contractor so as to provide a reasonable relationship (i.e., appropriate
level of skill comparison) between such unlisted classifications and the classifications
listed in the wage determination. Such conformed classes of employees shall be paid the
monetary wages and furnished the fringe benefits as are determined. Such conforming
process shall be initiated by the contractor prior to the performance of contract work by
such unlisted class(es) of employees. The conformed classification, wage rate, and/or
fringe benefits shall be retroactive to the commencement date of the contract. {See Section
4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF
1444 should be prepared for each wage determination to which a class(es) is to be
conformed.
The process for preparing a conformance request is as follows:
1) When preparing the bid, the contractor identifies the need for a conformed occupation(s)
and computes a proposed rate(s).
2) After contract award, the contractor prepares a written report listing in order proposed
classification title(s), a Federal grade equivalency (FGE) for each proposed
classification(s), job description(s), and rationale for proposed wage rate(s), including

information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

6) The contractor informs the affected employees.

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

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

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WAGE DETERMINATION NO: 94-2027 REV (15) AREA: AZ,YUMA

WAGE DETERMINATION NO: 94-2027 REV (15) AREA: AZ,YUMA
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
| WASHINGTON D.C. 20210
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|
| Wage Determination No.: 1994-2027
William W.Gross Division of | Revision No.: 15
Director Wage Determinations| Date Of Last Revision: 05/31/2001

State: Arizona
Area: Arizona Counties of La Paz, Yuma

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.00
Accounting Clerk II	10.91
Accounting Clerk III	12.74
Accounting Clerk IV	15.84
Court Reporter	15.05
Dispatcher, Motor Vehicle	13.05
Document Preparation Clerk	10.59
Duplicating Machine Operator	10.59
Film/Tape Librarian	11.58
General Clerk I	7.68
General Clerk II	8.63
General Clerk III	11.30
General Clerk IV	13.62
Housing Referral Assistant	15.36
Key Entry Operator I	9.96
Key Entry Operator II	11.30
Messenger (Courier)	8.28
Order Clerk I	11.06
Order Clerk II	13.79
Personnel Assistant (Employment) I	10.92
Personnel Assistant (Employment) II	12.69
Personnel Assistant (Employment) III	13.99
Personnel Assistant (Employment) IV	16.36
Production Control Clerk	15.36
Rental Clerk	11.26
Scheduler, Maintenance	11.26
Secretary I	11.26
Secretary II	13.05
Secretary III	15.36
Secretary IV	16.97
Secretary V	20.05
Service Order Dispatcher	11.26
Stenographer I	11.52
Stenographer II	12.95
Supply Technician	16.97

Survey Worker (Interviewer)	13.05
Switchboard Operator-Receptionist	9.89
Test Examiner	13.05
Test Proctor	13.05
Travel Clerk I	9.33
Travel Clerk II	10.20
Travel Clerk III	11.20
Word Processor I	10.40
Word Processor II	12.79
Word Processor III	15.59
Automatic Data Processing Occupations	
Computer Data Librarian	10.92
Computer Operator I	12.23
Computer Operator II	13.69
Computer Operator III	16.42
Computer Operator IV	19.78
Computer Operator V	21.89
Computer Programmer I (1)	15.76
Computer Programmer II (1)	19.53
Computer Programmer III (1)	24.52
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	21.59
Computer Systems Analyst II (1)	26.51
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	12.22
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	18.76
Automotive Glass Installer	17.45
Automotive Worker	17.45
Electrician, Automotive	18.13
Mobile Equipment Servicer	16.06
Motor Equipment Metal Mechanic	18.76
Motor Equipment Metal Worker	17.45
Motor Vehicle Mechanic	18.43
Motor Vehicle Mechanic Helper	15.06
Motor Vehicle Upholstery Worker	16.81
Motor Vehicle Wrecker	17.45
Painter, Automotive	18.13
Radiator Repair Specialist	17.45
Tire Repairer	15.52
Transmission Repair Specialist	18.76
Food Preparation and Service Occupations	
Baker	12.00
Cook I	11.04
Cook II	12.00
Dishwasher	8.28
Food Service Worker	8.28
Meat Cutter	12.97
Waiter/Waitress	8.96
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.13
Furniture Handler	13.02
Furniture Refinisher	18.13
Furniture Refinisher Helper	15.06
Furniture Repairer, Minor	16.81
Upholsterer	18.13
General Services and Support Occupations	

Cleaner, Vehicles	9.52
Elevator Operator	8.28
Gardener	11.04
House Keeping Aid I	7.59
House Keeping Aid II	8.38
Janitor	8.38
Laborer, Grounds Maintenance	8.96
Maid or Houseman	7.58
Pest Controller	11.56
Refuse Collector	9.52
Tractor Operator	10.36
Window Cleaner	9.08
Health Occupations	
Dental Assistant	12.30
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.69
Licensed Practical Nurse I	11.25
Licensed Practical Nurse II	12.63
Licensed Practical Nurse III	14.45
Medical Assistant	9.75
Medical Laboratory Technician	10.90
Medical Record Clerk	10.98
Medical Record Technician	13.25
Nursing Assistant I	7.50
Nursing Assistant II	8.45
Nursing Assistant III	9.20
Nursing Assistant IV	10.34
Pharmacy Technician	12.01
Phlebotomist	11.89
Registered Nurse I	18.26
Registered Nurse II	21.51
Registered Nurse II, Specialist	21.21
Registered Nurse III	25.56
Registered Nurse III, Anesthetist	25.56
Registered Nurse IV	30.63
Information and Arts Occupations	
Audiovisual Librarian	16.97
Exhibits Specialist I	17.21
Exhibits Specialist II	20.06
Exhibits Specialist III	24.54
Illustrator I	17.21
Illustrator II	20.06
Illustrator III	24.54
Librarian	20.05
Library Technician	13.40
Photographer I	13.37
Photographer II	17.21
Photographer III	20.06
Photographer IV	24.54
Photographer V	29.69
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.84
Counter Attendant	6.84
Dry Cleaner	8.46
Finisher, Flatwork, Machine	6.84
Presser, Hand	6.84
Presser, Machine, Drycleaning	6.84
Presser, Machine, Shirts	6.84

Presser, Machine, Wearing Apparel, Laundry	6.84
Sewing Machine Operator	9.01
Tailor	9.55
Washer, Machine	7.26
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.13
Tool and Die Maker	22.25
Material Handling and Packing Occupations	
Forklift Operator	13.28
Fuel Distribution System Operator	16.06
Material Coordinator	12.82
Material Expediter	12.82
Material Handling Laborer	9.82
Order Filler	10.08
Production Line Worker (Food Processing)	11.50
Shipping Packer	10.48
Shipping/Receiving Clerk	10.48
Stock Clerk (Shelf Stocker; Store Worker II)	12.18
Store Worker I	9.45
Tools and Parts Attendant	11.77
Warehouse Specialist	11.77
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	18.76
Aircraft Mechanic Helper	15.06
Aircraft Quality Control Inspector	21.25
Aircraft Servicer	16.81
Aircraft Worker	17.45
Appliance Mechanic	18.13
Bicycle Repairer	15.52
Cable Splicer	18.76
Carpenter, Maintenance	18.13
Carpet Layer	17.45
Electrician, Maintenance	19.95
Electronics Technician, Maintenance I	10.92
Electronics Technician, Maintenance II	17.46
Electronics Technician, Maintenance III	20.91
Fabric Worker	16.81
Fire Alarm System Mechanic	18.76
Fire Extinguisher Repairer	16.06
Fuel Distribution System Mechanic	18.76
General Maintenance Worker	17.45
Heating, Refrigeration and Air Conditioning Mechanic	18.76
Heavy Equipment Mechanic	20.37
Heavy Equipment Operator	19.89
Instrument Mechanic	19.30
Laborer	9.52
Locksmith	18.13
Machinery Maintenance Mechanic	22.42
Machinist, Maintenance	18.96
Maintenance Trades Helper	15.06
Millwright	18.76
Office Appliance Repairer	18.13
Painter, Aircraft	18.13
Painter, Maintenance	18.13
Pipefitter, Maintenance	18.76
Plumber, Maintenance	18.13
Pneudraulic Systems Mechanic	18.76

Rigger	18.76
Scale Mechanic	17.45
Sheet-Metal Worker, Maintenance	18.76
Small Engine Mechanic	17.45
Telecommunication Mechanic I	18.76
Telecommunication Mechanic II	21.38
Telephone Lineman	18.76
Welder, Combination, Maintenance	18.76
Well Driller	19.74
Woodcraft Worker	18.76
Woodworker	16.06
Miscellaneous Occupations	
Animal Caretaker	9.66
Carnival Equipment Operator	11.56
Carnival Equipment Repairer	12.32
Carnival Worker	8.28
Cashier	8.69
Desk Clerk	10.06
Embalmer	17.06
Lifeguard	9.02
Mortician	17.06
Park Attendant (Aide)	11.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.11
Recreation Specialist	13.95
Recycling Worker	11.95
Sales Clerk	9.58
School Crossing Guard (Crosswalk Attendant)	8.28
Sport Official	9.02
Survey Party Chief (Chief of Party)	21.80
Surveying Aide	13.57
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	18.61
Swimming Pool Operator	12.00
Vending Machine Attendant	10.76
Vending Machine Repairer	12.46
Vending Machine Repairer Helper	10.39
Personal Needs Occupations	
Child Care Attendant	7.87
Child Care Center Clerk	11.15
Chore Aid	9.19
Homemaker	14.12
Plant and System Operation Occupations	
Boiler Tender	18.76
Sewage Plant Operator	19.63
Stationary Engineer	20.31
Ventilation Equipment Tender	15.06
Water Treatment Plant Operator	19.63
Protective Service Occupations	
Alarm Monitor	14.90
Corrections Officer	19.04
Court Security Officer	19.14
Detention Officer	19.04
Firefighter	18.02
Guard I	7.81
Guard II	14.90
Police Officer	22.61
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	15.33

Hatch Tender	13.33
Line Handler	13.33
Stevedore I	14.76
Stevedore II	16.52
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.00
Air Traffic Control Specialist, Station (2)	18.62
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Archeological Technician II	16.19
Archeological Technician III	20.06
Cartographic Technician	21.28
Civil Engineering Technician	23.07
Computer Based Training (CBT) Specialist/ Instructor	21.59
Drafter I	12.29
Drafter II	13.79
Drafter III	17.75
Drafter IV	20.68
Engineering Technician I	13.62
Engineering Technician II	15.28
Engineering Technician III	18.40
Engineering Technician IV	22.41
Engineering Technician V	27.30
Engineering Technician VI	33.05
Environmental Technician	18.67
Flight Simulator/Instructor (Pilot)	26.51
Graphic Artist	20.83
Instructor	21.59
Laboratory Technician	15.51
Mathematical Technician	19.72
Paralegal/Legal Assistant I	15.53
Paralegal/Legal Assistant II	19.47
Paralegal/Legal Assistant III	23.82
Paralegal/Legal Assistant IV	28.81
Photooptics Technician	20.47
Technical Writer	26.03
Unexploded (UXO) Safety Escort	17.16
Unexploded (UXO) Sweep Personnel	17.16
Unexploded Ordnance (UXO) Technician I	17.16
Unexploded Ordnance (UXO) Technician II	20.76
Unexploded Ordnance (UXO) Technician III	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	14.67
Weather Observer, Senior (3)	16.28
Weather Observer, Upper Air (3)	14.67
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.05
Parking and Lot Attendant	6.80
Shuttle Bus Driver	9.35
Taxi Driver	7.76
Truckdriver, Heavy Truck	14.25
Truckdriver, Light Truck	9.35
Truckdriver, Medium Truck	13.05
Truckdriver, Tractor-Trailer	14.25

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
HEALTH & WELFARE: $2.02 an hour or $80.80 a week or $350.13 a month.

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, dying, mixing, and pressing of sensitive explosives pyrotechnic compositions such as lead azide, black powder and photoflash power. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and

maintenance operations on sensitive explosives and incendiary materials. All operations
involving regarding and cleaning of artillery ranges.
A 4 percent differential is applicable to employees employed in a position that represents
a low degree of hazard. Including working with or in close proximity to explosives and
incendiary materials which involves potential injury such as laceration of hands, face, or
arms of the employee engaged in the operation and, possibly adjacent employees, 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 explosive and incendiary
ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is
covered under high degree hazard.)
** UNIFORM ALLOWANCE **
If employees are required to wear uniforms in the performance of this contract (either by
the terms of the Government contract, by the employer, by the state or local law, etc.),
the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such
uniforms is an expense that may not be borne by an employee where such cost reduces the
hourly rate below that required by the wage determination. The Department of Labor will
accept payment in accordance with the following standards as compliance:
The contractor or subcontractor is required to furnish all employees with an adequate
number of uniforms without cost or to reimburse employees for the actual cost of the
uniforms. In addition, where uniform cleaning and maintenance is made the responsibility
of the employee, all contractors and subcontractors subject to this wage determination
shall (in the absence of a bona fide collective bargaining agreement providing for a
different amount, or the furnishing of contrary affirmative proof as to the actual cost),
reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or
$.67 cents per day). However, in those instances where the uniforms furnished are made of
"wash and wear" materials, may be routinely washed and dried with other personal garments,
and do not require any special treatment such as dry cleaning, daily washing, or commercial
laundering in order to meet the cleanliness or appearance standards set by the terms of the
Government contract, by the contractor, by law, or by the nature of the work, there is no
requirement that employees be reimbursed for uniform maintenance costs.
** NOTES APPLYING TO THIS WAGE DETERMINATION **

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REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}
Conformance Process:
The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.
The process for preparing a conformance request is as follows:
1) When preparing the bid, the contractor identifies the need for a conformed occupation(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.
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WAGE DETERMINATION NO: 94-2051 REV (19) AREA: CA,OAKLAND

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WAGE DETERMINATION NO: 94-2051 REV (19) AREA: CA,OAKLAND
REGISTER OF WAGE DETERMINATIONS UNDER  |        U.S. DEPARTMENT OF LABOR
***FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL***
                                       |         WASHINGTON D.C.  20210
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                                       | Wage Determination No.: 1994-2051
William W.Gross          Division of   |           Revision No.: 19
Director            Wage Determinations|  Date Of Last Revision: 05/31/2001
_______________________________________|_____________________________________
State: CaliforniaArea: California Counties of Alameda, Contra Costa
_____________________________________________________________________________
          **Fringe Benefits Required Follow the Occupational Listing**
OCCUPATION TITLE                                          MINIMUM WAGE RATE
Administrative Support and Clerical Occupations
  Accounting Clerk I                                                  11.74
  Accounting Clerk II                                                 13.04
  Accounting Clerk III                                                15.55
  Accounting Clerk IV                                                 17.86
  Court Reporter                                                      17.57
  Dispatcher, Motor Vehicle                                           16.62
  Document Preparation Clerk                                          12.69
  Duplicating Machine Operator                                        12.69
  Film/Tape Librarian                                                 11.12
  General Clerk I                                                     10.17
  General Clerk II                                                    11.43
  General Clerk III                                                   14.59
  General Clerk IV                                                    17.37
  Housing Referral Assistant                                          21.12
  Key Entry Operator I                                                10.83
  Key Entry Operator II                                               12.55
  Messenger  (Courier)                                                10.91
  Order Clerk I                                                       13.15
  Order Clerk II                                                      14.63
  Personnel Assistant (Employment) I                                  13.69
  Personnel Assistant (Employment) II                                 16.07
  Personnel Assistant (Employment) III                                17.11
  Personnel Assistant (Employment) IV                                 18.89
  Production Control Clerk                                            17.58
  Rental Clerk                                                        15.26
  Scheduler, Maintenance                                              15.26
  Secretary I                                                         15.26
  Secretary II                                                        17.58
  Secretary III                                                       21.12
  Secretary IV                                                        23.43
  Secretary V                                                         26.97
  Service Order Dispatcher                                            13.83
  Stenographer I                                                      13.03
  Stenographer II                                                     14.60
  Supply Technician                                                   22.22
  Survey Worker (Interviewer)                                         13.87
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Switchboard Operator-Receptionist	11.96
Test Examiner	17.58
Test Proctor	17.58
Travel Clerk I	10.39
Travel Clerk II	11.31
Travel Clerk III	12.21
Word Processor I	13.50
Word Processor II	14.92
Word Processor III	17.74
Automatic Data Processing Occupations	
Computer Data Librarian	11.73
Computer Operator I	13.15
Computer Operator II	14.83
Computer Operator III	18.06
Computer Operator IV	19.30
Computer Operator V	21.39
Computer Programmer I (1)	17.26
Computer Programmer II (1)	21.38
Computer Programmer III (1)	27.62
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	25.00
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.79
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	21.51
Automotive Glass Installer	19.68
Automotive Worker	22.63
Electrician, Automotive	23.69
Mobile Equipment Servicer	20.61
Motor Equipment Metal Mechanic	24.74
Motor Equipment Metal Worker	22.63
Motor Vehicle Mechanic	24.75
Motor Vehicle Mechanic Helper	19.50
Motor Vehicle Upholstery Worker	21.62
Motor Vehicle Wrecker	22.63
Painter, Automotive	23.69
Radiator Repair Specialist	22.63
Tire Repairer	17.31
Transmission Repair Specialist	24.75
Food Preparation and Service Occupations	
Baker	15.08
Cook I	14.06
Cook II	15.47
Dishwasher	10.51
Food Service Worker	10.51
Meat Cutter	16.29
Waiter/Waitress	11.39
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	19.21
Furniture Handler	13.87
Furniture Refinisher	19.21
Furniture Refinisher Helper	15.83
Furniture Repairer, Minor	17.53
Upholsterer	19.21
General Services and Support Occupations	
Cleaner, Vehicles	10.51

Elevator Operator	12.08
Gardener	15.77
House Keeping Aid I	10.23
House Keeping Aid II	12.08
Janitor	12.08
Laborer, Grounds Maintenance	13.10
Maid or Houseman	10.23
Pest Controller	14.95
Refuse Collector	13.89
Tractor Operator	13.57
Window Cleaner	13.09
Health Occupations	
Dental Assistant	13.32
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.34
Licensed Practical Nurse I	16.35
Licensed Practical Nurse II	18.38
Licensed Practical Nurse III	19.76
Medical Assistant	12.71
Medical Laboratory Technician	14.62
Medical Record Clerk	12.71
Medical Record Technician	15.11
Nursing Assistant I	9.15
Nursing Assistant II	10.28
Nursing Assistant III	11.94
Nursing Assistant IV	13.13
Pharmacy Technician	14.06
Phlebotomist	12.33
Registered Nurse I	19.25
Registered Nurse II	30.09
Registered Nurse II, Specialist	30.09
Registered Nurse III	35.76
Registered Nurse III, Anesthetist	35.76
Registered Nurse IV	36.57
Information and Arts Occupations	
Audiovisual Librarian	19.23
Exhibits Specialist I	19.13
Exhibits Specialist II	22.96
Exhibits Specialist III	28.23
Illustrator I	19.13
Illustrator II	22.96
Illustrator III	28.23
Librarian	25.47
Library Technician	13.65
Photographer I	17.78
Photographer II	19.13
Photographer III	22.96
Photographer IV	28.23
Photographer V	29.36
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	8.06
Counter Attendant	8.06
Dry Cleaner	10.78
Finisher, Flatwork, Machine	8.06
Presser, Hand	8.06
Presser, Machine, Drycleaning	8.06
Presser, Machine, Shirts	8.06
Presser, Machine, Wearing Apparel, Laundry	8.06

Sewing Machine Operator	11.75
Tailor	12.72
Washer, Machine	9.05
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	20.52
Tool and Die Maker	26.29
Material Handling and Packing Occupations	
Forklift Operator	17.25
Fuel Distribution System Operator	17.03
Material Coordinator	18.51
Material Expediter	18.51
Material Handling Laborer	14.32
Order Filler	11.71
Production Line Worker (Food Processing)	14.87
Shipping Packer	14.47
Shipping/Receiving Clerk	14.47
Stock Clerk (Shelf Stocker; Store Worker II)	13.69
Store Worker I	11.42
Tools and Parts Attendant	15.72
Warehouse Specialist	15.98
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	20.06
Aircraft Mechanic Helper	15.83
Aircraft Quality Control Inspector	23.94
Aircraft Servicer	17.53
Aircraft Worker	18.36
Appliance Mechanic	22.09
Bicycle Repairer	16.15
Cable Splicer	18.45
Carpenter, Maintenance	20.35
Carpet Layer	18.36
Electrician, Maintenance	26.53
Electronics Technician, Maintenance I	16.46
Electronics Technician, Maintenance II	25.39
Electronics Technician, Maintenance III	28.37
Fabric Worker	17.53
Fire Alarm System Mechanic	20.06
Fire Extinguisher Repairer	16.72
Fuel Distribution System Mechanic	20.06
General Maintenance Worker	18.36
Heating, Refrigeration and Air Conditioning Mechanic	22.23
Heavy Equipment Mechanic	22.96
Heavy Equipment Operator	24.12
Instrument Mechanic	22.55
Laborer	12.08
Locksmith	19.21
Machinery Maintenance Mechanic	20.87
Machinist, Maintenance	20.06
Maintenance Trades Helper	15.83
Millwright	20.06
Office Appliance Repairer	22.09
Painter, Aircraft	19.21
Painter, Maintenance	19.21
Pipefitter, Maintenance	23.85
Plumber, Maintenance	23.85
Pneudraulic Systems Mechanic	20.06
Rigger	23.47

Scale Mechanic	18.36
Sheet-Metal Worker, Maintenance	20.06
Small Engine Mechanic	18.36
Telecommunication Mechanic I	20.06
Telecommunication Mechanic II	20.91
Telephone Lineman	20.06
Welder, Combination, Maintenance	20.06
Well Driller	23.06
Woodcraft Worker	20.70
Woodworker	16.72
Miscellaneous Occupations	
Animal Caretaker	12.08
Carnival Equipment Operator	13.57
Carnival Equipment Repairer	15.77
Carnival Worker	10.51
Cashier	7.50
Desk Clerk	8.60
Embalmer	19.42
Lifeguard	9.79
Mortician	19.42
Park Attendant (Aide)	10.34
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.19
Recreation Specialist	9.63
Recycling Worker	15.62
Sales Clerk	8.19
School Crossing Guard (Crosswalk Attendant)	10.51
Sport Official	9.79
Survey Party Chief (Chief of Party)	28.09
Surveying Aide	17.10
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	24.90
Swimming Pool Operator	15.52
Vending Machine Attendant	14.35
Vending Machine Repairer	16.65
Vending Machine Repairer Helper	14.35
Personal Needs Occupations	
Child Care Attendant	9.06
Child Care Center Clerk	11.11
Chore Aid	10.08
Homemaker	11.23
Plant and System Operation Occupations	
Boiler Tender	23.07
Sewage Plant Operator	25.40
Stationary Engineer	26.28
Ventilation Equipment Tender	15.83
Water Treatment Plant Operator	25.40
Protective Service Occupations	
Alarm Monitor	19.44
Corrections Officer	22.06
Court Security Officer	22.06
Detention Officer	22.06
Firefighter	22.55
Guard I	9.39
Guard II	18.79
Police Officer	29.44
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	20.46
Hatch Tender	18.28

Line Handler	18.28
Stevedore I	17.49
Stevedore II	19.14
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.38
Air Traffic Control Specialist, Station (2)	19.57
Air Traffic Control Specialist, Terminal (2)	21.56
Archeological Technician I	18.82
Archeological Technician II	21.06
Archeological Technician III	26.08
Cartographic Technician	26.40
Civil Engineering Technician	22.96
Computer Based Training (CBT) Specialist/ Instructor	23.20
Drafter I	18.51
Drafter II	20.78
Drafter III	22.94
Drafter IV	27.54
Engineering Technician I	11.55
Engineering Technician II	14.72
Engineering Technician III	18.46
Engineering Technician IV	22.81
Engineering Technician V	25.70
Engineering Technician VI	30.40
Environmental Technician	26.40
Flight Simulator/Instructor (Pilot)	26.49
Graphic Artist	21.74
Instructor	20.01
Laboratory Technician	18.42
Mathematical Technician	22.96
Paralegal/Legal Assistant I	15.77
Paralegal/Legal Assistant II	19.39
Paralegal/Legal Assistant III	23.65
Paralegal/Legal Assistant IV	28.69
Photooptics Technician	22.96
Technical Writer	28.04
Unexploded (UXO) Safety Escort	18.64
Unexploded (UXO) Sweep Personnel	18.64
Unexploded Ordnance (UXO) Technician I	18.64
Unexploded Ordnance (UXO) Technician II	22.55
Unexploded Ordnance (UXO) Technician III	27.03
Weather Observer, Combined Upper Air and Surface Programs (3)	16.64
Weather Observer, Senior (3)	18.49
Weather Observer, Upper Air (3)	16.64
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	16.26
Parking and Lot Attendant	9.59
Shuttle Bus Driver	12.79
Taxi Driver	11.31
Truckdriver, Heavy Truck	17.24
Truckdriver, Light Truck	12.79
Truckdriver, Medium Truck	16.26
Truckdriver, Tractor-Trailer	17.24

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
HEALTH & WELFARE: $2.02 an hour or $80.80 a week or $350.13 a month.
VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3

weeks after 5 years, 4 weeks after 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 ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:
The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
Copies of specific job descriptions may also be obtained from the appropriate contracting officer.
REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}
Conformance Process:
The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.
The process for preparing a conformance request is as follows:
1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees

themselves. This report should be submitted to the contracting officer no later than 30
days after such unlisted class(es) of employees performs any contract work.
3) The contracting officer reviews the proposed action and promptly submits a report of the
action, together with the agency's recommendations and pertinent information including the
position of the contractor and the employees, to the Wage and Hour Division, Employment
Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of
Regulations 29 CFR Part 4).
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves
the action via transmittal to the agency contracting officer, or notifies the contracting
officer that additional time will be required to process the request.
5) The contracting officer transmits the Wage and Hour decision to the contractor.
6) The contractor informs the affected employees.
Information required by the Regulations must be submitted on SF 1444 or bond paper.
When preparing a conformance request, the "Service Contract Act Directory of Occupations"
(the Directory) should be used to compare job definitions to insure that duties requested
are not performed by a classification already listed in the wage determination. Remember,
it is not the job title, but the required tasks that determine whether a class is included
in an established wage determination. Conformances may not be used to artificially split,
combine, or subdivide classifications listed in the wage determination.
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WAGE DETERMINATION NO: 94-2053 REV (18) AREA: CA,RIVERSIDE

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WAGE DETERMINATION NO: 94-2053 REV (18) AREA: CA,RIVERSIDE
REGISTER OF WAGE DETERMINATIONS UNDER  |        U.S. DEPARTMENT OF LABOR
***FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL***
                                       |         WASHINGTON D.C.  20210
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                                       |
                                       | Wage Determination No.: 1994-2053
William W.Gross          Division of   |           Revision No.: 18
Director            Wage Determinations|  Date Of Last Revision: 05/31/2001
_______________________________________|_____________________________________
State: CaliforniaArea: California Counties of Riverside, San Bernardino
_____________________________________________________________________________
          **Fringe Benefits Required Follow the Occupational Listing**
OCCUPATION TITLE                                          MINIMUM WAGE RATE
Administrative Support and Clerical Occupations
  Accounting Clerk I                                                   9.73
  Accounting Clerk II                                                 10.36
  Accounting Clerk III                                                12.51
  Accounting Clerk IV                                                 14.02
  Court Reporter                                                      14.84
  Dispatcher, Motor Vehicle                                           14.84
  Document Preparation Clerk                                          12.27
  Duplicating Machine Operator                                        12.27
  Film/Tape Librarian                                                 12.29
  General Clerk I                                                      7.87
  General Clerk II                                                     9.87
  General Clerk III                                                   12.10
  General Clerk IV                                                    12.24
  Housing Referral Assistant                                          16.63
  Key Entry Operator I                                                 9.55
  Key Entry Operator II                                               11.06
  Messenger  (Courier)                                                 8.22
  Order Clerk I                                                       10.10
  Order Clerk II                                                      12.61
  Personnel Assistant (Employment) I                                  12.45
  Personnel Assistant (Employment) II                                 13.98
  Personnel Assistant (Employment) III                                14.34
  Personnel Assistant (Employment) IV                                 16.11
  Production Control Clerk                                            14.59
  Rental Clerk                                                        12.27
  Scheduler, Maintenance                                              12.27
  Secretary I                                                         12.27
  Secretary II                                                        14.84
  Secretary III                                                       16.63
  Secretary IV                                                        18.99
  Secretary V                                                         22.38
  Service Order Dispatcher                                            12.27
  Stenographer I                                                      10.94
  Stenographer II                                                     12.27
  Supply Technician                                                   18.99
  Survey Worker (Interviewer)                                         12.90
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Switchboard Operator-Receptionist	10.02
Test Examiner	14.78
Test Proctor	14.78
Travel Clerk I	9.28
Travel Clerk II	9.85
Travel Clerk III	10.44
Word Processor I	11.27
Word Processor II	14.24
Word Processor III	14.34
Automatic Data Processing Occupations	
Computer Data Librarian	12.83
Computer Operator I	12.83
Computer Operator II	14.95
Computer Operator III	17.95
Computer Operator IV	19.94
Computer Operator V	20.79
Computer Programmer I (1)	12.84
Computer Programmer II (1)	15.90
Computer Programmer III (1)	20.18
Computer Programmer IV (1)	24.43
Computer Systems Analyst I (1)	23.58
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	12.83
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	17.20
Automotive Glass Installer	17.53
Automotive Worker	17.53
Electrician, Automotive	18.64
Mobile Equipment Servicer	15.99
Motor Equipment Metal Mechanic	19.01
Motor Equipment Metal Worker	17.53
Motor Vehicle Mechanic	19.16
Motor Vehicle Mechanic Helper	14.84
Motor Vehicle Upholstery Worker	16.80
Motor Vehicle Wrecker	17.53
Painter, Automotive	18.28
Radiator Repair Specialist	17.53
Tire Repairer	13.98
Transmission Repair Specialist	19.01
Food Preparation and Service Occupations	
Baker	14.36
Cook I	13.10
Cook II	14.36
Dishwasher	9.22
Food Service Worker	9.22
Meat Cutter	14.36
Waiter/Waitress	10.26
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	16.51
Furniture Handler	11.33
Furniture Refinisher	16.51
Furniture Refinisher Helper	13.43
Furniture Repairer, Minor	15.20
Upholsterer	16.51
General Services and Support Occupations	
Cleaner, Vehicles	9.22

Elevator Operator	9.22
Gardener	15.07
House Keeping Aid I	8.18
House Keeping Aid II	9.22
Janitor	9.22
Laborer, Grounds Maintenance	11.80
Maid or Houseman	8.18
Pest Controller	13.78
Refuse Collector	10.60
Tractor Operator	13.98
Window Cleaner	10.26
Health Occupations	
Dental Assistant	10.92
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.54
Licensed Practical Nurse I	12.74
Licensed Practical Nurse II	14.31
Licensed Practical Nurse III	14.85
Medical Assistant	9.76
Medical Laboratory Technician	11.22
Medical Record Clerk	11.22
Medical Record Technician	13.53
Nursing Assistant I	7.04
Nursing Assistant II	7.91
Nursing Assistant III	8.63
Nursing Assistant IV	9.37
Pharmacy Technician	12.17
Phlebotomist	10.77
Registered Nurse I	20.03
Registered Nurse II	22.99
Registered Nurse II, Specialist	24.58
Registered Nurse III	28.18
Registered Nurse III, Anesthetist	28.18
Registered Nurse IV	33.78
Information and Arts Occupations	
Audiovisual Librarian	18.48
Exhibits Specialist I	17.01
Exhibits Specialist II	21.94
Exhibits Specialist III	27.20
Illustrator I	17.01
Illustrator II	21.20
Illustrator III	27.20
Librarian	21.77
Library Technician	12.90
Photographer I	13.19
Photographer II	17.01
Photographer III	21.94
Photographer IV	27.20
Photographer V	32.89
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.29
Counter Attendant	7.29
Dry Cleaner	8.76
Finisher, Flatwork, Machine	7.29
Presser, Hand	7.29
Presser, Machine, Drycleaning	7.29
Presser, Machine, Shirts	7.29
Presser, Machine, Wearing Apparel, Laundry	7.29

Sewing Machine Operator	9.46
Tailor	10.16
Washer, Machine	8.03
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	16.51
Tool and Die Maker	19.03
Material Handling and Packing Occupations	
Forklift Operator	14.58
Fuel Distribution System Operator	14.47
Material Coordinator	15.63
Material Expediter	15.63
Material Handling Laborer	16.24
Order Filler	14.17
Production Line Worker (Food Processing)	13.81
Shipping Packer	9.99
Shipping/Receiving Clerk	9.99
Stock Clerk (Shelf Stocker; Store Worker II)	12.74
Store Worker I	9.38
Tools and Parts Attendant	13.81
Warehouse Specialist	13.81
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	17.20
Aircraft Mechanic Helper	13.43
Aircraft Quality Control Inspector	17.87
Aircraft Servicer	15.20
Aircraft Worker	15.86
Appliance Mechanic	16.51
Bicycle Repairer	13.98
Cable Splicer	19.78
Carpenter, Maintenance	18.99
Carpet Layer	18.24
Electrician, Maintenance	20.30
Electronics Technician, Maintenance I	19.35
Electronics Technician, Maintenance II	20.16
Electronics Technician, Maintenance III	20.87
Fabric Worker	15.20
Fire Alarm System Mechanic	17.20
Fire Extinguisher Repairer	14.47
Fuel Distribution System Mechanic	17.20
General Maintenance Worker	13.81
Heating, Refrigeration and Air Conditioning Mechanic	17.20
Heavy Equipment Mechanic	18.36
Heavy Equipment Operator	19.78
Instrument Mechanic	19.55
Laborer	10.60
Locksmith	16.51
Machinery Maintenance Mechanic	17.20
Machinist, Maintenance	18.99
Maintenance Trades Helper	13.43
Millwright	18.22
Office Appliance Repairer	16.54
Painter, Aircraft	16.54
Painter, Maintenance	16.54
Pipefitter, Maintenance	17.20
Plumber, Maintenance	16.54
Pneudraulic Systems Mechanic	17.20
Rigger	17.20

Scale Mechanic	17.44
Sheet-Metal Worker, Maintenance	17.20
Small Engine Mechanic	15.86
Telecommunication Mechanic I	18.66
Telecommunication Mechanic II	20.55
Telephone Lineman	18.66
Welder, Combination, Maintenance	17.20
Well Driller	19.78
Woodcraft Worker	17.20
Woodworker	14.47
Miscellaneous Occupations	
Animal Caretaker	11.23
Carnival Equipment Operator	12.16
Carnival Equipment Repairer	13.10
Carnival Worker	9.22
Cashier	9.19
Desk Clerk	11.25
Embalmer	16.55
Lifeguard	9.58
Mortician	17.29
Park Attendant (Aide)	11.68
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.71
Recreation Specialist	13.56
Recycling Worker	13.98
Sales Clerk	10.02
School Crossing Guard (Crosswalk Attendant)	9.22
Sport Official	9.58
Survey Party Chief (Chief of Party)	16.79
Surveying Aide	8.86
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.16
Swimming Pool Operator	14.36
Vending Machine Attendant	12.16
Vending Machine Repairer	14.36
Vending Machine Repairer Helper	12.16
Personal Needs Occupations	
Child Care Attendant	10.03
Child Care Center Clerk	12.52
Chore Aid	8.18
Homemaker	13.56
Plant and System Operation Occupations	
Boiler Tender	17.20
Sewage Plant Operator	18.99
Stationary Engineer	19.78
Ventilation Equipment Tender	15.45
Water Treatment Plant Operator	18.99
Protective Service Occupations	
Alarm Monitor	8.18
Corrections Officer	21.82
Court Security Officer	21.82
Detention Officer	21.82
Firefighter	18.02
Guard I	7.33
Guard II	8.18
Police Officer	23.39
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.29
Hatch Tender	16.29

Line Handler	16.29
Stevedore I	15.63
Stevedore II	16.91
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.68
Air Traffic Control Specialist, Station (2)	19.77
Air Traffic Control Specialist, Terminal (2)	21.78
Archeological Technician I	15.84
Archeological Technician II	16.44
Archeological Technician III	21.94
Cartographic Technician	25.23
Civil Engineering Technician	21.94
Computer Based Training (CBT) Specialist/ Instructor	20.54
Drafter I	14.20
Drafter II	15.93
Drafter III	19.05
Drafter IV	24.57
Engineering Technician I	12.19
Engineering Technician II	13.69
Engineering Technician III	15.32
Engineering Technician IV	18.97
Engineering Technician V	23.20
Engineering Technician VI	28.07
Environmental Technician	19.94
Flight Simulator/Instructor (Pilot)	24.68
Graphic Artist	20.54
Instructor	20.54
Laboratory Technician	15.61
Mathematical Technician	21.82
Paralegal/Legal Assistant I	15.66
Paralegal/Legal Assistant II	18.26
Paralegal/Legal Assistant III	22.33
Paralegal/Legal Assistant IV	27.03
Photooptics Technician	18.97
Technical Writer	24.43
Unexploded (UXO) Safety Escort	18.22
Unexploded (UXO) Sweep Personnel	18.22
Unexploded Ordnance (UXO) Technician I	18.22
Unexploded Ordnance (UXO) Technician II	22.05
Unexploded Ordnance (UXO) Technician III	26.43
Weather Observer, Combined Upper Air and Surface Programs (3)	15.61
Weather Observer, Senior (3)	17.33
Weather Observer, Upper Air (3)	15.61
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	15.50
Parking and Lot Attendant	6.56
Shuttle Bus Driver	9.93
Taxi Driver	8.02
Truckdriver, Heavy Truck	17.48
Truckdriver, Light Truck	10.44
Truckdriver, Medium Truck	16.43
Truckdriver, Tractor-Trailer	17.48

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
HEALTH & WELFARE: $2.02 an hour or $80.80 a week or $350.13 a month.
VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3

weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span
of continuous service with the present contractor or successor, wherever employed, and with
the predecessor contractors in the performance of similar work at the same Federal
facility. (Reg. 29 CFR 4.173)
HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King
Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus
Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for
any of the named holidays another day off with pay in accordance with a plan communicated
to the employees involved.) (See 29 CFR 4.174)
THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as
numbered):
1) Does not apply to employees employed in a bona fide executive, administrative, or
professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is
entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the
rate of basic pay plus a night pay differential amounting to 10 percent of the rate of
basic pay.
3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular
tour of duty, you will earn a night differential and receive an additional 10% of basic pay
for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a
week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of
basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work
which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is
considered overtime work).
HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed
in a position that represents a high degree of hazard when working with or in close
proximity to ordinance, explosives, and incendiary materials. This includes work such as
screening, blending, dying, mixing, and pressing of sensitive ordance, 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.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:
The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
Copies of specific job descriptions may also be obtained from the appropriate contracting officer.
REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}
Conformance Process:
The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.
The process for preparing a conformance request is as follows:
1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees

themselves. This report should be submitted to the contracting officer no later than 30
days after such unlisted class(es) of employees performs any contract work.
3) The contracting officer reviews the proposed action and promptly submits a report of the
action, together with the agency's recommendations and pertinent information including the
position of the contractor and the employees, to the Wage and Hour Division, Employment
Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of
Regulations 29 CFR Part 4).
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves
the action via transmittal to the agency contracting officer, or notifies the contracting
officer that additional time will be required to process the request.
5) The contracting officer transmits the Wage and Hour decision to the contractor.
6) The contractor informs the affected employees.
Information required by the Regulations must be submitted on SF 1444 or bond paper.
When preparing a conformance request, the "Service Contract Act Directory of Occupations"
(the Directory) should be used to compare job definitions to insure that duties requested
are not performed by a classification already listed in the wage determination. Remember,
it is not the job title, but the required tasks that determine whether a class is included
in an established wage determination. Conformances may not be used to artificially split,
combine, or subdivide classifications listed in the wage determination.
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WAGE DETERMINATION NO: 94-2055 REV (17) AREA: CA,SACRAMENTO

WAGE DETERMINATION NO: 94-2055 REV (17) AREA: CA,SACRAMENTO
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
| WASHINGTON D.C. 20210
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|
| Wage Determination No.: 1994-2055
William W.Gross Division of | Revision No.: 17
Director Wage Determinations| Date Of Last Revision: 05/31/2001

State: CaliforniaArea: California Counties of Alpine, Amador, Butte, Colusa, Del Norte, El Dorado, Glenn,
Humboldt, Lake, Mendocino, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra,
Siskiyou, Sutter, Tehama, Trinity, Yolo, Yuba

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	11.14
Accounting Clerk II	12.04
Accounting Clerk III	14.68
Accounting Clerk IV	15.01
Court Reporter	14.22
Dispatcher, Motor Vehicle	14.22
Document Preparation Clerk	12.04
Duplicating Machine Operator	12.04
Film/Tape Librarian	11.63
General Clerk I	8.50
General Clerk II	9.63
General Clerk III	12.04
General Clerk IV	14.13
Housing Referral Assistant	16.00
Key Entry Operator I	11.06
Key Entry Operator II	12.74
Messenger (Courier)	8.50
Order Clerk I	11.53
Order Clerk II	12.60
Personnel Assistant (Employment) I	11.53
Personnel Assistant (Employment) II	16.16
Personnel Assistant (Employment) III	18.31
Personnel Assistant (Employment) IV	19.35
Production Control Clerk	15.58
Rental Clerk	12.44
Scheduler, Maintenance	12.44
Secretary I	12.44
Secretary II	15.21
Secretary III	16.00
Secretary IV	18.10
Secretary V	19.74
Service Order Dispatcher	11.63

Stenographer I	10.36
Stenographer II	11.63
Supply Technician	18.10
Survey Worker (Interviewer)	14.22
Switchboard Operator-Receptionist	9.78
Test Examiner	15.21
Test Proctor	15.21
Travel Clerk I	9.43
Travel Clerk II	10.17
Travel Clerk III	10.94
Word Processor I	11.53
Word Processor II	14.22
Word Processor III	15.93
Automatic Data Processing Occupations	
Computer Data Librarian	10.85
Computer Operator I	12.35
Computer Operator II	14.00
Computer Operator III	16.13
Computer Operator IV	18.65
Computer Operator V	19.25
Computer Programmer I (1)	15.67
Computer Programmer II (1)	19.10
Computer Programmer III (1)	22.70
Computer Programmer IV (1)	26.97
Computer Systems Analyst I (1)	24.04
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	12.48
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	22.29
Automotive Glass Installer	17.62
Automotive Worker	17.62
Electrician, Automotive	18.59
Mobile Equipment Servicer	15.66
Motor Equipment Metal Mechanic	19.58
Motor Equipment Metal Worker	17.62
Motor Vehicle Mechanic	18.27
Motor Vehicle Mechanic Helper	14.68
Motor Vehicle Upholstery Worker	16.64
Motor Vehicle Wrecker	17.62
Painter, Automotive	18.59
Radiator Repair Specialist	17.62
Tire Repairer	14.98
Transmission Repair Specialist	19.58
Food Preparation and Service Occupations	
Baker	15.15
Cook I	13.53
Cook II	15.15
Dishwasher	10.27
Food Service Worker	10.27
Meat Cutter	16.57
Waiter/Waitress	11.07
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.40
Furniture Handler	12.60
Furniture Refinisher	18.40
Furniture Refinisher Helper	14.53

Furniture Repairer, Minor	16.47
Upholsterer	18.40
General Services and Support Occupations	
Cleaner, Vehicles	11.11
Elevator Operator	11.37
Gardener	13.53
House Keeping Aid I	9.46
House Keeping Aid II	11.37
Janitor	11.37
Laborer, Grounds Maintenance	11.07
Maid or Houseman	9.46
Pest Controller	14.89
Refuse Collector	11.43
Tractor Operator	12.70
Window Cleaner	12.26
Health Occupations	
Dental Assistant	12.89
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.89
Licensed Practical Nurse I	12.27
Licensed Practical Nurse II	13.78
Licensed Practical Nurse III	15.44
Medical Assistant	11.52
Medical Laboratory Technician	11.52
Medical Record Clerk	11.52
Medical Record Technician	13.89
Nursing Assistant I	7.51
Nursing Assistant II	8.44
Nursing Assistant III	10.78
Nursing Assistant IV	12.83
Pharmacy Technician	14.31
Phlebotomist	10.12
Registered Nurse I	18.65
Registered Nurse II	22.83
Registered Nurse II, Specialist	22.83
Registered Nurse III	27.60
Registered Nurse III, Anesthetist	27.60
Registered Nurse IV	33.06
Information and Arts Occupations	
Audiovisual Librarian	16.92
Exhibits Specialist I	19.71
Exhibits Specialist II	23.54
Exhibits Specialist III	28.78
Illustrator I	19.71
Illustrator II	23.54
Illustrator III	28.78
Librarian	18.46
Library Technician	15.13
Photographer I	15.40
Photographer II	19.44
Photographer III	23.22
Photographer IV	28.39
Photographer V	34.33
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.79
Counter Attendant	7.79
Dry Cleaner	9.46
Finisher, Flatwork, Machine	7.79

Presser, Hand	7.79
Presser, Machine, Drycleaning	7.79
Presser, Machine, Shirts	7.79
Presser, Machine, Wearing Apparel, Laundry	7.79
Sewing Machine Operator	10.30
Tailor	11.68
Washer, Machine	8.95
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.40
Tool and Die Maker	21.89
Material Handling and Packing Occupations	
Forklift Operator	13.53
Fuel Distribution System Operator	15.50
Material Coordinator	15.20
Material Expediter	15.20
Material Handling Laborer	8.89
Order Filler	14.68
Production Line Worker (Food Processing)	13.47
Shipping Packer	10.87
Shipping/Receiving Clerk	10.87
Stock Clerk (Shelf Stocker; Store Worker II)	12.48
Store Worker I	10.51
Tools and Parts Attendant	13.47
Warehouse Specialist	13.47
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.38
Aircraft Mechanic Helper	14.53
Aircraft Quality Control Inspector	20.35
Aircraft Servicer	16.47
Aircraft Worker	17.44
Appliance Mechanic	18.40
Bicycle Repairer	14.98
Cable Splicer	22.29
Carpenter, Maintenance	18.40
Carpet Layer	17.44
Electrician, Maintenance	23.29
Electronics Technician, Maintenance I	18.37
Electronics Technician, Maintenance II	19.36
Electronics Technician, Maintenance III	23.27
Fabric Worker	16.47
Fire Alarm System Mechanic	19.38
Fire Extinguisher Repairer	15.50
Fuel Distribution System Mechanic	19.38
General Maintenance Worker	16.51
Heating, Refrigeration and Air Conditioning Mechanic	19.38
Heavy Equipment Mechanic	19.38
Heavy Equipment Operator	22.06
Instrument Mechanic	22.06
Laborer	10.69
Locksmith	18.40
Machinery Maintenance Mechanic	20.33
Machinist, Maintenance	19.38
Maintenance Trades Helper	14.53
Millwright	19.38
Office Appliance Repairer	18.40
Painter, Aircraft	18.40
Painter, Maintenance	18.40

Pipefitter, Maintenance	19.38
Plumber, Maintenance	18.40
Pneudraulic Systems Mechanic	19.38
Rigger	19.38
Scale Mechanic	17.44
Sheet-Metal Worker, Maintenance	19.41
Small Engine Mechanic	17.44
Telecommunication Mechanic I	19.38
Telecommunication Mechanic II	20.35
Telephone Lineman	19.38
Welder, Combination, Maintenance	19.38
Well Driller	19.38
Woodcraft Worker	19.38
Woodworker	15.50
Miscellaneous Occupations	
Animal Caretaker	11.89
Carnival Equipment Operator	12.70
Carnival Equipment Repairer	13.53
Carnival Worker	10.27
Cashier	9.03
Desk Clerk	9.62
Embalmer	16.99
Lifeguard	9.49
Mortician	16.99
Park Attendant (Aide)	11.64
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.80
Recreation Specialist	13.30
Recycling Worker	13.18
Sales Clerk	10.17
School Crossing Guard (Crosswalk Attendant)	10.27
Sport Official	9.49
Survey Party Chief (Chief of Party)	17.89
Surveying Aide	8.84
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.13
Swimming Pool Operator	15.15
Vending Machine Attendant	12.70
Vending Machine Repairer	15.15
Vending Machine Repairer Helper	12.70
Personal Needs Occupations	
Child Care Attendant	9.62
Child Care Center Clerk	11.99
Chore Aid	9.46
Homemaker	13.30
Plant and System Operation Occupations	
Boiler Tender	19.38
Sewage Plant Operator	20.08
Stationary Engineer	19.38
Ventilation Equipment Tender	14.53
Water Treatment Plant Operator	20.08
Protective Service Occupations	
Alarm Monitor	16.91
Corrections Officer	21.17
Court Security Officer	21.17
Detention Officer	21.17
Firefighter	18.02
Guard I	8.21
Guard II	18.00

Police Officer	25.67
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.11
Hatch Tender	16.11
Line Handler	16.11
Stevedore I	15.24
Stevedore II	17.01
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.16
Air Traffic Control Specialist, Station (2)	19.14
Air Traffic Control Specialist, Terminal (2)	21.08
Archeological Technician I	17.00
Archeological Technician II	19.01
Archeological Technician III	23.54
Cartographic Technician	26.70
Civil Engineering Technician	23.22
Computer Based Training (CBT) Specialist/ Instructor	24.04
Drafter I	14.61
Drafter II	15.61
Drafter III	19.71
Drafter IV	23.54
Engineering Technician I	12.89
Engineering Technician II	14.46
Engineering Technician III	16.21
Engineering Technician IV	20.34
Engineering Technician V	24.53
Engineering Technician VI	29.67
Environmental Technician	18.47
Flight Simulator/Instructor (Pilot)	25.96
Graphic Artist	20.90
Instructor	20.90
Laboratory Technician	16.13
Mathematical Technician	22.55
Paralegal/Legal Assistant I	17.20
Paralegal/Legal Assistant II	19.24
Paralegal/Legal Assistant III	23.22
Paralegal/Legal Assistant IV	28.44
Photooptics Technician	19.61
Technical Writer	26.24
Unexploded (UXO) Safety Escort	17.64
Unexploded (UXO) Sweep Personnel	17.64
Unexploded Ordnance (UXO) Technician I	17.64
Unexploded Ordnance (UXO) Technician II	21.35
Unexploded Ordnance (UXO) Technician III	25.59
Weather Observer, Combined Upper Air and Surface Programs (3)	16.35
Weather Observer, Senior (3)	17.28
Weather Observer, Upper Air (3)	16.35
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	15.09
Parking and Lot Attendant	7.61
Shuttle Bus Driver	9.42
Taxi Driver	8.81
Truckdriver, Heavy Truck	16.61
Truckdriver, Light Truck	10.55
Truckdriver, Medium Truck	14.52
Truckdriver, Tractor-Trailer	16.61

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
HEALTH & WELFARE: $2.02 an hour or $80.80 a week or $350.13 a month.
VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)
HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)
THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):
1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).
HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:
The duties of employees under job titles listed are those described in the "Service
Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the
Third Supplement, dated March 1997, unless otherwise indicated. This publication may be
obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the
Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
Copies of specific job descriptions may also be obtained from the appropriate contracting
officer.
REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444
(SF 1444)}
Conformance Process:
The contracting officer shall require that any class of service employee which is not
listed herein and which is to be employed under the contract (i.e., the work to be
performed is not performed by any classification listed in the wage determination), be
classified by the contractor so as to provide a reasonable relationship (i.e., appropriate
level of skill comparison) between such unlisted classifications and the classifications
listed in the wage determination. Such conformed classes of employees shall be paid the
monetary wages and furnished the fringe benefits as are determined. Such conforming
process shall be initiated by the contractor prior to the performance of contract work by
such unlisted class(es) of employees. The conformed classification, wage rate, and/or
fringe benefits shall be retroactive to the commencement date of the contract. {See Section
4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF
1444 should be prepared for each wage determination to which a class(es) is to be
conformed.
The process for preparing a conformance request is as follows:
1) When preparing the bid, the contractor identifies the need for a conformed occupation(s)
and computes a proposed rate(s).
2) After contract award, the contractor prepares a written report listing in order proposed
classification title(s), a Federal grade equivalency (FGE) for each proposed

classification(s), job description(s), and rationale for proposed wage rate(s), including
information regarding the agreement or disagreement of the authorized representative of the
employees involved, or where there is no authorized representative, the employees
themselves. This report should be submitted to the contracting officer no later than 30
days after such unlisted class(es) of employees performs any contract work.
3) The contracting officer reviews the proposed action and promptly submits a report of the
action, together with the agency's recommendations and pertinent information including the
position of the contractor and the employees, to the Wage and Hour Division, Employment
Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of
Regulations 29 CFR Part 4).
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves
the action via transmittal to the agency contracting officer, or notifies the contracting
officer that additional time will be required to process the request.
5) The contracting officer transmits the Wage and Hour decision to the contractor.
6) The contractor informs the affected employees.
Information required by the Regulations must be submitted on SF 1444 or bond paper.
When preparing a conformance request, the "Service Contract Act Directory of Occupations"
(the Directory) should be used to compare job definitions to insure that duties requested
are not performed by a classification already listed in the wage determination. Remember,
it is not the job title, but the required tasks that determine whether a class is included
in an established wage determination. Conformances may not be used to artificially split,
combine, or subdivide classifications listed in the wage determination.
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WAGE DETERMINATION NO: 94-2057 REV (25) AREA: CA,SAN DIEGO

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WAGE DETERMINATION NO: 94-2057 REV (25) AREA: CA,SAN DIEGO
REGISTER OF WAGE DETERMINATIONS UNDER  |        U.S. DEPARTMENT OF LABOR
***FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL***
                                       |         WASHINGTON D.C.  20210
                                       |
                                       |
                                       |
                                       | Wage Determination No.: 1994-2057
William W.Gross          Division of   |           Revision No.: 25
Director            Wage Determinations|  Date Of Last Revision: 05/31/2001
_______________________________________|_____________________________________
State: CaliforniaArea: California Counties of Imperial, San Diego
_____________________________________________________________________________
          **Fringe Benefits Required Follow the Occupational Listing**
OCCUPATION TITLE                                          MINIMUM WAGE RATE
Administrative Support and Clerical Occupations
  Accounting Clerk I                                                  10.27
  Accounting Clerk II                                                 11.20
  Accounting Clerk III                                                13.08
  Accounting Clerk IV                                                 16.26
  Court Reporter                                                      15.05
  Dispatcher, Motor Vehicle                                           13.88
  Document Preparation Clerk                                          10.59
  Duplicating Machine Operator                                        10.59
  Film/Tape Librarian                                                 12.74
  General Clerk I                                                      7.56
  General Clerk II                                                     8.49
  General Clerk III                                                   11.15
  General Clerk IV                                                    13.40
  Housing Referral Assistant                                          17.26
  Key Entry Operator I                                                 9.96
  Key Entry Operator II                                               11.30
  Messenger  (Courier)                                                 8.97
  Order Clerk I                                                       10.93
  Order Clerk II                                                      13.63
  Personnel Assistant (Employment) I                                  12.09
  Personnel Assistant (Employment) II                                 14.09
  Personnel Assistant (Employment) III                                15.53
  Personnel Assistant (Employment) IV                                 18.16
  Production Control Clerk                                            15.36
  Rental Clerk                                                        11.91
  Scheduler, Maintenance                                              11.91
  Secretary I                                                         11.91
  Secretary II                                                        13.18
  Secretary III                                                       17.26
  Secretary IV                                                        19.52
  Secretary V                                                         23.06
  Service Order Dispatcher                                            12.74
  Stenographer I                                                      11.52
  Stenographer II                                                     12.95
  Supply Technician                                                   19.52
  Survey Worker (Interviewer)                                         13.05
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Switchboard Operator-Receptionist	10.57
Test Examiner	13.18
Test Proctor	13.18
Travel Clerk I	9.33
Travel Clerk II	10.20
Travel Clerk III	11.20
Word Processor I	11.71
Word Processor II	14.40
Word Processor III	17.55
Automatic Data Processing Occupations	
Computer Data Librarian	10.70
Computer Operator I	11.46
Computer Operator II	12.83
Computer Operator III	15.39
Computer Operator IV	18.54
Computer Operator V	20.52
Computer Programmer I (1)	16.26
Computer Programmer II (1)	20.15
Computer Programmer III (1)	26.33
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	24.83
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	12.53
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	18.76
Automotive Glass Installer	17.45
Automotive Worker	17.45
Electrician, Automotive	18.13
Mobile Equipment Servicer	16.06
Motor Equipment Metal Mechanic	18.76
Motor Equipment Metal Worker	17.45
Motor Vehicle Mechanic	18.43
Motor Vehicle Mechanic Helper	15.06
Motor Vehicle Upholstery Worker	16.81
Motor Vehicle Wrecker	17.45
Painter, Automotive	18.13
Radiator Repair Specialist	17.45
Tire Repairer	15.52
Transmission Repair Specialist	18.76
Food Preparation and Service Occupations	
Baker	12.00
Cook I	11.04
Cook II	12.00
Dishwasher	8.28
Food Service Worker	8.28
Meat Cutter	12.97
Waiter/Waitress	8.96
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.13
Furniture Handler	13.02
Furniture Refinisher	18.13
Furniture Refinisher Helper	15.06
Furniture Repairer, Minor	16.81
Upholsterer	18.13
General Services and Support Occupations	
Cleaner, Vehicles	9.52

Elevator Operator	8.28
Gardener	11.04
House Keeping Aid I	7.59
House Keeping Aid II	8.38
Janitor	8.38
Laborer, Grounds Maintenance	8.96
Maid or Houseman	7.58
Pest Controller	11.56
Refuse Collector	9.52
Tractor Operator	10.36
Window Cleaner	9.08
Health Occupations	
Dental Assistant	13.28
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.15
Licensed Practical Nurse I	11.25
Licensed Practical Nurse II	12.63
Licensed Practical Nurse III	14.15
Medical Assistant	9.75
Medical Laboratory Technician	12.54
Medical Record Clerk	12.63
Medical Record Technician	13.25
Nursing Assistant I	7.65
Nursing Assistant II	8.66
Nursing Assistant III	9.38
Nursing Assistant IV	10.55
Pharmacy Technician	12.01
Phlebotomist	11.89
Registered Nurse I	21.00
Registered Nurse II	24.74
Registered Nurse II, Specialist	24.74
Registered Nurse III	29.39
Registered Nurse III, Anesthetist	29.39
Registered Nurse IV	35.22
Information and Arts Occupations	
Audiovisual Librarian	19.52
Exhibits Specialist I	16.76
Exhibits Specialist II	19.53
Exhibits Specialist III	23.89
Illustrator I	16.83
Illustrator II	19.60
Illustrator III	23.99
Librarian	23.06
Library Technician	13.14
Photographer I	13.02
Photographer II	16.76
Photographer III	19.53
Photographer IV	23.89
Photographer V	28.91
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.88
Counter Attendant	6.88
Dry Cleaner	8.51
Finisher, Flatwork, Machine	6.88
Presser, Hand	6.88
Presser, Machine, Drycleaning	6.88
Presser, Machine, Shirts	6.88
Presser, Machine, Wearing Apparel, Laundry	6.88

Sewing Machine Operator	9.06
Tailor	10.10
Washer, Machine	7.30
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.13
Tool and Die Maker	22.25
Material Handling and Packing Occupations	
Forklift Operator	13.28
Fuel Distribution System Operator	16.06
Material Coordinator	12.82
Material Expediter	12.82
Material Handling Laborer	9.82
Order Filler	10.08
Production Line Worker (Food Processing)	11.50
Shipping Packer	10.78
Shipping/Receiving Clerk	10.78
Stock Clerk (Shelf Stocker; Store Worker II)	11.90
Store Worker I	9.45
Tools and Parts Attendant	11.77
Warehouse Specialist	11.77
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	18.76
Aircraft Mechanic Helper	15.06
Aircraft Quality Control Inspector	21.25
Aircraft Servicer	16.81
Aircraft Worker	17.45
Appliance Mechanic	18.13
Bicycle Repairer	15.52
Cable Splicer	21.57
Carpenter, Maintenance	18.13
Carpet Layer	17.45
Electrician, Maintenance	19.95
Electronics Technician, Maintenance I	11.76
Electronics Technician, Maintenance II	18.80
Electronics Technician, Maintenance III	22.52
Fabric Worker	16.81
Fire Alarm System Mechanic	18.76
Fire Extinguisher Repairer	16.06
Fuel Distribution System Mechanic	18.76
General Maintenance Worker	17.45
Heating, Refrigeration and Air Conditioning Mechanic	18.76
Heavy Equipment Mechanic	20.37
Heavy Equipment Operator	22.87
Instrument Mechanic	19.30
Laborer	10.95
Locksmith	18.13
Machinery Maintenance Mechanic	22.42
Machinist, Maintenance	18.96
Maintenance Trades Helper	15.06
Millwright	20.04
Office Appliance Repairer	18.13
Painter, Aircraft	18.13
Painter, Maintenance	18.13
Pipefitter, Maintenance	18.76
Plumber, Maintenance	18.13
Pneudraulic Systems Mechanic	18.76
Rigger	18.76

Scale Mechanic	17.45
Sheet-Metal Worker, Maintenance	18.76
Small Engine Mechanic	17.45
Telecommunication Mechanic I	18.76
Telecommunication Mechanic II	21.75
Telephone Lineman	18.76
Welder, Combination, Maintenance	18.76
Well Driller	19.74
Woodcraft Worker	18.76
Woodworker	16.06
Miscellaneous Occupations	
Animal Caretaker	9.66
Carnival Equipment Operator	11.56
Carnival Equipment Repairer	12.32
Carnival Worker	8.28
Cashier	9.99
Desk Clerk	10.06
Embalmer	19.62
Lifeguard	9.32
Mortician	19.62
Park Attendant (Aide)	11.71
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.63
Recreation Specialist	13.95
Recycling Worker	11.95
Sales Clerk	9.58
School Crossing Guard (Crosswalk Attendant)	8.28
Sport Official	9.20
Survey Party Chief (Chief of Party)	21.91
Surveying Aide	14.31
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	19.92
Swimming Pool Operator	12.00
Vending Machine Attendant	11.31
Vending Machine Repairer	13.09
Vending Machine Repairer Helper	10.92
Personal Needs Occupations	
Child Care Attendant	8.07
Child Care Center Clerk	11.26
Chore Aid	9.19
Homemaker	14.12
Plant and System Operation Occupations	
Boiler Tender	18.76
Sewage Plant Operator	19.63
Stationary Engineer	20.31
Ventilation Equipment Tender	15.06
Water Treatment Plant Operator	19.63
Protective Service Occupations	
Alarm Monitor	16.41
Corrections Officer	19.09
Court Security Officer	21.07
Detention Officer	21.07
Firefighter	18.83
Guard I	8.43
Guard II	16.10
Police Officer	23.30
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	15.33
Hatch Tender	13.33

Line Handler	13.33
Stevedore I	14.76
Stevedore II	16.52
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.91
Air Traffic Control Specialist, Station (2)	19.25
Air Traffic Control Specialist, Terminal (2)	21.19
Archeological Technician I	15.61
Archeological Technician II	17.46
Archeological Technician III	21.64
Cartographic Technician	22.77
Civil Engineering Technician	22.87
Computer Based Training (CBT) Specialist/ Instructor	21.59
Drafter I	12.13
Drafter II	13.62
Drafter III	17.52
Drafter IV	20.42
Engineering Technician I	13.88
Engineering Technician II	15.58
Engineering Technician III	18.76
Engineering Technician IV	22.85
Engineering Technician V	27.83
Engineering Technician VI	33.69
Environmental Technician	18.18
Flight Simulator/Instructor (Pilot)	26.51
Graphic Artist	20.28
Instructor	21.59
Laboratory Technician	15.10
Mathematical Technician	19.44
Paralegal/Legal Assistant I	17.86
Paralegal/Legal Assistant II	22.39
Paralegal/Legal Assistant III	27.39
Paralegal/Legal Assistant IV	33.13
Photooptics Technician	19.93
Technical Writer	25.34
Unexploded (UXO) Safety Escort	18.33
Unexploded (UXO) Sweep Personnel	18.33
Unexploded Ordnance (UXO) Technician I	18.33
Unexploded Ordnance (UXO) Technician II	22.17
Unexploded Ordnance (UXO) Technician III	26.58
Weather Observer, Combined Upper Air and Surface Programs (3)	15.82
Weather Observer, Senior (3)	17.56
Weather Observer, Upper Air (3)	15.82
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.05
Parking and Lot Attendant	6.91
Shuttle Bus Driver	9.61
Taxi Driver	7.85
Truckdriver, Heavy Truck	14.33
Truckdriver, Light Truck	9.61
Truckdriver, Medium Truck	13.41
Truckdriver, Tractor-Trailer	14.33

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
HEALTH & WELFARE: $2.02 an hour or $80.80 a week or $350.13 a month.
VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3

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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)
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numbered):
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professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is
entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the
rate of basic pay plus a night pay differential amounting to 10 percent of the rate of
basic pay.
3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular
tour of duty, you will earn a night differential and receive an additional 10% of basic pay
for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a
week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of
basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work
which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is
considered overtime work).
HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed
in a position that represents a high degree of hazard including working with or in close
proximity to explosives and incendiary materials involved in research, testing,
manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening,
blending, dying, mixing, and pressing of sensitive explosives pyrotechnic compositions such
as lead azide, black powder and photoflash power. All dry-house activities involving
propellants or explosives. Demilitarization, modification, renovation, demolition, and
maintenance operations on sensitive explosives and incendiary materials. All operations

involving regarding and cleaning of artillery ranges.
A 4 percent differential is applicable to employees employed in a position that represents
a low degree of hazard. Including working with or in close proximity to explosives and
incendiary materials which involves potential injury such as laceration of hands, face, or
arms of the employee engaged in the operation and, possibly adjacent employees, 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 explosive and incendiary
ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is
covered under high degree hazard.)
** 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:
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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
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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
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Copies of specific job descriptions may also be obtained from the appropriate contracting officer.
REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}
Conformance Process:
The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.
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days after such unlisted class(es) of employees performs any contract work.
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Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of
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WAGE DETERMINATION NO: 94-2043 REV (17) AREA: CA,BAKERSFIELD

WAGE DETERMINATION NO: 94-2043 REV (17) AREA: CA,BAKERSFIELD
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
| WASHINGTON D.C. 20210
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| Wage Determination No.: 1994-2043
William W.Gross Division of | Revision No.: 17
Director Wage Determinations| Date Of Last Revision: 05/31/2001

State: California
Area: California County of Kern

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	11.15
Accounting Clerk II	12.17
Accounting Clerk III	13.66
Accounting Clerk IV	17.36
Court Reporter	14.82
Dispatcher, Motor Vehicle	13.12
Document Preparation Clerk	12.83
Duplicating Machine Operator	12.83
Film/Tape Librarian	11.50
General Clerk I	7.82
General Clerk II	8.79
General Clerk III	12.83
General Clerk IV	14.41
Housing Referral Assistant	15.04
Key Entry Operator I	9.68
Key Entry Operator II	11.85
Messenger (Courier)	8.73
Order Clerk I	10.24
Order Clerk II	10.68
Personnel Assistant (Employment) I	10.64
Personnel Assistant (Employment) II	11.94
Personnel Assistant (Employment) III	14.76
Personnel Assistant (Employment) IV	15.26
Production Control Clerk	13.18
Rental Clerk	12.27
Scheduler, Maintenance	12.27
Secretary I	12.27
Secretary II	15.05
Secretary III	15.69
Secretary IV	19.30
Secretary V	21.43
Service Order Dispatcher	13.23
Stenographer I	10.36
Stenographer II	12.00
Supply Technician	18.75

Survey Worker (Interviewer)	12.37
Switchboard Operator-Receptionist	9.08
Test Examiner	15.05
Test Proctor	15.05
Travel Clerk I	9.13
Travel Clerk II	9.61
Travel Clerk III	10.41
Word Processor I	10.63
Word Processor II	13.18
Word Processor III	14.81
Automatic Data Processing Occupations	
Computer Data Librarian	12.88
Computer Operator I	11.13
Computer Operator II	12.88
Computer Operator III	15.54
Computer Operator IV	17.39
Computer Operator V	19.27
Computer Programmer I (1)	13.59
Computer Programmer II (1)	16.51
Computer Programmer III (1)	18.90
Computer Programmer IV (1)	22.85
Computer Systems Analyst I (1)	14.23
Computer Systems Analyst II (1)	20.60
Computer Systems Analyst III (1)	22.48
Peripheral Equipment Operator	12.76
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	17.23
Automotive Glass Installer	15.90
Automotive Worker	15.90
Electrician, Automotive	16.55
Mobile Equipment Servicer	14.36
Motor Equipment Metal Mechanic	17.23
Motor Equipment Metal Worker	15.90
Motor Vehicle Mechanic	17.23
Motor Vehicle Mechanic Helper	13.30
Motor Vehicle Upholstery Worker	15.42
Motor Vehicle Wrecker	15.90
Painter, Automotive	16.54
Radiator Repair Specialist	15.90
Tire Repairer	13.87
Transmission Repair Specialist	17.23
Food Preparation and Service Occupations	
Baker	12.41
Cook I	11.20
Cook II	12.41
Dishwasher	9.15
Food Service Worker	9.15
Meat Cutter	12.41
Waiter/Waitress	8.77
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	16.54
Furniture Handler	12.87
Furniture Refinisher	16.54
Furniture Refinisher Helper	13.30
Furniture Repairer, Minor	15.21
Upholsterer	16.54
General Services and Support Occupations	

Cleaner, Vehicles	7.96
Elevator Operator	9.60
Gardener	9.34
House Keeping Aid I	7.96
House Keeping Aid II	9.82
Janitor	8.88
Laborer, Grounds Maintenance	8.95
Maid or Houseman	7.14
Pest Controller	11.88
Refuse Collector	10.52
Tractor Operator	10.61
Window Cleaner	9.79
Health Occupations	
Dental Assistant	12.01
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.63
Licensed Practical Nurse I	10.98
Licensed Practical Nurse II	12.34
Licensed Practical Nurse III	13.81
Medical Assistant	10.39
Medical Laboratory Technician	10.95
Medical Record Clerk	10.73
Medical Record Technician	12.93
Nursing Assistant I	6.90
Nursing Assistant II	7.75
Nursing Assistant III	8.45
Nursing Assistant IV	9.50
Pharmacy Technician	11.63
Phlebotomist	12.34
Registered Nurse I	15.23
Registered Nurse II	18.64
Registered Nurse II, Specialist	18.64
Registered Nurse III	22.55
Registered Nurse III, Anesthetist	22.55
Registered Nurse IV	26.81
Information and Arts Occupations	
Audiovisual Librarian	20.01
Exhibits Specialist I	15.55
Exhibits Specialist II	18.55
Exhibits Specialist III	22.87
Illustrator I	13.52
Illustrator II	16.13
Illustrator III	19.89
Librarian	20.64
Library Technician	12.33
Photographer I	12.90
Photographer II	15.38
Photographer III	18.66
Photographer IV	22.83
Photographer V	28.08
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.84
Counter Attendant	6.84
Dry Cleaner	8.31
Finisher, Flatwork, Machine	6.84
Presser, Hand	6.84
Presser, Machine, Drycleaning	6.84
Presser, Machine, Shirts	6.84

Presser, Machine, Wearing Apparel, Laundry	6.84
Sewing Machine Operator	8.85
Tailor	9.38
Washer, Machine	7.24
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	16.54
Tool and Die Maker	24.06
Material Handling and Packing Occupations	
Forklift Operator	11.77
Fuel Distribution System Operator	14.51
Material Coordinator	12.14
Material Expediter	12.14
Material Handling Laborer	9.48
Order Filler	12.17
Production Line Worker (Food Processing)	12.32
Shipping Packer	12.47
Shipping/Receiving Clerk	12.47
Stock Clerk (Shelf Stocker; Store Worker II)	11.35
Store Worker I	9.38
Tools and Parts Attendant	12.30
Warehouse Specialist	12.30
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	17.41
Aircraft Mechanic Helper	13.68
Aircraft Quality Control Inspector	18.45
Aircraft Servicer	15.65
Aircraft Worker	16.35
Appliance Mechanic	16.54
Bicycle Repairer	13.87
Cable Splicer	19.82
Carpenter, Maintenance	16.54
Carpet Layer	15.90
Electrician, Maintenance	20.00
Electronics Technician, Maintenance I	17.19
Electronics Technician, Maintenance II	19.02
Electronics Technician, Maintenance III	20.52
Fabric Worker	15.21
Fire Alarm System Mechanic	17.23
Fire Extinguisher Repairer	14.85
Fuel Distribution System Mechanic	17.23
General Maintenance Worker	15.70
Heating, Refrigeration and Air Conditioning Mechanic	17.23
Heavy Equipment Mechanic	17.23
Heavy Equipment Operator	20.91
Instrument Mechanic	19.29
Laborer	11.28
Locksmith	16.54
Machinery Maintenance Mechanic	17.68
Machinist, Maintenance	18.42
Maintenance Trades Helper	13.30
Millwright	18.70
Office Appliance Repairer	16.54
Painter, Aircraft	16.54
Painter, Maintenance	16.54
Pipefitter, Maintenance	17.23
Plumber, Maintenance	16.54
Pneudraulic Systems Mechanic	17.23

Rigger	22.39
Scale Mechanic	15.90
Sheet-Metal Worker, Maintenance	17.23
Small Engine Mechanic	15.90
Telecommunication Mechanic I	18.93
Telecommunication Mechanic II	20.62
Telephone Lineman	18.93
Welder, Combination, Maintenance	17.23
Well Driller	17.23
Woodcraft Worker	17.23
Woodworker	15.44
Miscellaneous Occupations	
Animal Caretaker	9.15
Carnival Equipment Operator	12.07
Carnival Equipment Repairer	13.01
Carnival Worker	7.96
Cashier	8.11
Desk Clerk	8.44
Embalmer	16.57
Lifeguard	9.02
Mortician	16.57
Park Attendant (Aide)	11.31
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.64
Recreation Specialist	12.32
Recycling Worker	13.74
Sales Clerk	8.64
School Crossing Guard (Crosswalk Attendant)	7.96
Sport Official	8.64
Survey Party Chief (Chief of Party)	13.73
Surveying Aide	9.11
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.48
Swimming Pool Operator	11.06
Vending Machine Attendant	9.52
Vending Machine Repairer	11.93
Vending Machine Repairer Helper	10.26
Personal Needs Occupations	
Child Care Attendant	8.44
Child Care Center Clerk	13.11
Chore Aid	7.88
Homemaker	14.27
Plant and System Operation Occupations	
Boiler Tender	17.23
Sewage Plant Operator	17.45
Stationary Engineer	20.65
Ventilation Equipment Tender	13.30
Water Treatment Plant Operator	17.45
Protective Service Occupations	
Alarm Monitor	11.13
Corrections Officer	19.47
Court Security Officer	19.47
Detention Officer	19.47
Firefighter	18.02
Guard I	7.70
Guard II	8.41
Police Officer	22.42
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	14.71

Hatch Tender	15.00
Line Handler	15.00
Stevedore I	14.08
Stevedore II	15.31
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.00
Air Traffic Control Specialist, Station (2)	18.62
Air Traffic Control Specialist, Terminal (2)	20.50
Archeological Technician I	12.91
Archeological Technician II	14.44
Archeological Technician III	17.88
Cartographic Technician	22.87
Civil Engineering Technician	21.90
Computer Based Training (CBT) Specialist/ Instructor	14.23
Drafter I	12.62
Drafter II	15.04
Drafter III	20.90
Drafter IV	21.62
Engineering Technician I	11.33
Engineering Technician II	13.52
Engineering Technician III	18.79
Engineering Technician IV	19.89
Engineering Technician V	28.14
Engineering Technician VI	29.43
Environmental Technician	16.63
Flight Simulator/Instructor (Pilot)	20.60
Graphic Artist	12.37
Instructor	14.23
Laboratory Technician	13.56
Mathematical Technician	19.88
Paralegal/Legal Assistant I	14.23
Paralegal/Legal Assistant II	18.09
Paralegal/Legal Assistant III	22.13
Paralegal/Legal Assistant IV	26.76
Photooptics Technician	21.82
Technical Writer	22.32
Unexploded (UXO) Safety Escort	17.16
Unexploded (UXO) Sweep Personnel	17.16
Unexploded Ordnance (UXO) Technician I	17.16
Unexploded Ordnance (UXO) Technician II	20.76
Unexploded Ordnance (UXO) Technician III	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	13.47
Weather Observer, Senior (3)	14.97
Weather Observer, Upper Air (3)	13.47
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.77
Parking and Lot Attendant	6.73
Shuttle Bus Driver	10.21
Taxi Driver	10.48
Truckdriver, Heavy Truck	14.67
Truckdriver, Light Truck	10.21
Truckdriver, Medium Truck	14.81
Truckdriver, Tractor-Trailer	14.67

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
HEALTH & WELFARE: $2.02 an hour or $80.80 a week or $350.13 a month.

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, dying, mixing, and pressing of sensitive explosives pyrotechnic compositions such as lead azide, black powder and photoflash power. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and

maintenance operations on sensitive explosives and incendiary materials. All operations
involving regarding and cleaning of artillery ranges.
A 4 percent differential is applicable to employees employed in a position that represents
a low degree of hazard. Including working with or in close proximity to explosives and
incendiary materials which involves potential injury such as laceration of hands, face, or
arms of the employee engaged in the operation and, possibly adjacent employees, 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 explosive and incendiary
ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is
covered under high degree hazard.)
** UNIFORM ALLOWANCE **
If employees are required to wear uniforms in the performance of this contract (either by
the terms of the Government contract, by the employer, by the state or local law, etc.),
the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such
uniforms is an expense that may not be borne by an employee where such cost reduces the
hourly rate below that required by the wage determination. The Department of Labor will
accept payment in accordance with the following standards as compliance:
The contractor or subcontractor is required to furnish all employees with an adequate
number of uniforms without cost or to reimburse employees for the actual cost of the
uniforms. In addition, where uniform cleaning and maintenance is made the responsibility
of the employee, all contractors and subcontractors subject to this wage determination
shall (in the absence of a bona fide collective bargaining agreement providing for a
different amount, or the furnishing of contrary affirmative proof as to the actual cost),
reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or
$.67 cents per day). However, in those instances where the uniforms furnished are made of
"wash and wear" materials, may be routinely washed and dried with other personal garments,
and do not require any special treatment such as dry cleaning, daily washing, or commercial
laundering in order to meet the cleanliness or appearance standards set by the terms of the
Government contract, by the contractor, by law, or by the nature of the work, there is no
requirement that employees be reimbursed for uniform maintenance costs.
** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:
The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
Copies of specific job descriptions may also be obtained from the appropriate contracting officer.
REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}
Conformance Process:
The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.
The process for preparing a conformance request is as follows:
1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees

themselves. This report should be submitted to the contracting officer no later than 30
days after such unlisted class(es) of employees performs any contract work.
3) The contracting officer reviews the proposed action and promptly submits a report of the
action, together with the agency's recommendations and pertinent information including the
position of the contractor and the employees, to the Wage and Hour Division, Employment
Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of
Regulations 29 CFR Part 4).
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves
the action via transmittal to the agency contracting officer, or notifies the contracting
officer that additional time will be required to process the request.
5) The contracting officer transmits the Wage and Hour decision to the contractor.
6) The contractor informs the affected employees.
Information required by the Regulations must be submitted on SF 1444 or bond paper.
When preparing a conformance request, the "Service Contract Act Directory of Occupations"
(the Directory) should be used to compare job definitions to insure that duties requested
are not performed by a classification already listed in the wage determination. Remember,
it is not the job title, but the required tasks that determine whether a class is included
in an established wage determination. Conformances may not be used to artificially split,
combine, or subdivide classifications listed in the wage determination.
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WAGE DETERMINATION NO: 94-2049 REV (16) AREA: CA,MONTEREY

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| Wage Determination No.: 1994-2049
William W.Gross Division of | Revision No.: 16
Director Wage Determinations| Date Of Last Revision: 05/31/2001

State: California
Area: California Counties of Monterey, San Benito

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.51
Accounting Clerk II	10.39
Accounting Clerk III	12.20
Accounting Clerk IV	14.09
Court Reporter	11.55
Dispatcher, Motor Vehicle	13.28
Document Preparation Clerk	9.65
Duplicating Machine Operator	9.65
Film/Tape Librarian	11.05
General Clerk I	7.13
General Clerk II	8.01
General Clerk III	10.72
General Clerk IV	11.98
Housing Referral Assistant	12.93
Key Entry Operator I	9.13
Key Entry Operator II	10.81
Messenger (Courier)	7.42
Order Clerk I	10.14
Order Clerk II	13.24
Personnel Assistant (Employment) I	8.55
Personnel Assistant (Employment) II	9.59
Personnel Assistant (Employment) III	12.10
Personnel Assistant (Employment) IV	13.51
Production Control Clerk	14.44
Rental Clerk	10.62
Scheduler, Maintenance	10.62
Secretary I	10.62
Secretary II	11.87
Secretary III	12.93
Secretary IV	15.68
Secretary V	17.35
Service Order Dispatcher	11.88
Stenographer I	9.19
Stenographer II	10.33
Supply Technician	15.68

Survey Worker (Interviewer)	11.55
Switchboard Operator-Receptionist	10.00
Test Examiner	11.87
Test Proctor	11.87
Travel Clerk I	9.32
Travel Clerk II	9.88
Travel Clerk III	10.60
Word Processor I	10.15
Word Processor II	11.40
Word Processor III	12.75
Automatic Data Processing Occupations	
Computer Data Librarian	11.90
Computer Operator I	9.50
Computer Operator II	11.16
Computer Operator III	12.39
Computer Operator IV	13.76
Computer Operator V	15.26
Computer Programmer I (1)	13.62
Computer Programmer II (1)	16.34
Computer Programmer III (1)	19.37
Computer Programmer IV (1)	23.45
Computer Systems Analyst I (1)	14.21
Computer Systems Analyst II (1)	16.84
Computer Systems Analyst III (1)	20.37
Peripheral Equipment Operator	11.12
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	18.27
Automotive Glass Installer	16.46
Automotive Worker	16.46
Electrician, Automotive	17.29
Mobile Equipment Servicer	14.79
Motor Equipment Metal Mechanic	18.07
Motor Equipment Metal Worker	16.46
Motor Vehicle Mechanic	18.07
Motor Vehicle Mechanic Helper	13.98
Motor Vehicle Upholstery Worker	15.60
Motor Vehicle Wrecker	16.46
Painter, Automotive	17.29
Radiator Repair Specialist	16.46
Tire Repairer	13.10
Transmission Repair Specialist	18.07
Food Preparation and Service Occupations	
Baker	11.63
Cook I	10.99
Cook II	12.18
Dishwasher	9.07
Food Service Worker	7.89
Meat Cutter	12.74
Waiter/Waitress	8.42
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	15.67
Furniture Handler	11.22
Furniture Refinisher	15.67
Furniture Refinisher Helper	12.68
Furniture Repairer, Minor	14.15
Upholsterer	15.67
General Services and Support Occupations	

Cleaner, Vehicles	7.89
Elevator Operator	8.28
Gardener	11.50
House Keeping Aid I	7.76
House Keeping Aid II	8.28
Janitor	8.28
Laborer, Grounds Maintenance	9.68
Maid or Houseman	7.76
Pest Controller	11.79
Refuse Collector	9.07
Tractor Operator	10.89
Window Cleaner	8.83
Health Occupations	
Dental Assistant	12.57
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	10.02
Licensed Practical Nurse II	11.24
Licensed Practical Nurse III	12.57
Medical Assistant	10.65
Medical Laboratory Technician	11.24
Medical Record Clerk	11.24
Medical Record Technician	13.54
Nursing Assistant I	7.46
Nursing Assistant II	8.78
Nursing Assistant III	9.58
Nursing Assistant IV	10.75
Pharmacy Technician	12.19
Phlebotomist	11.24
Registered Nurse I	15.57
Registered Nurse II	19.06
Registered Nurse II, Specialist	19.06
Registered Nurse III	23.06
Registered Nurse III, Anesthetist	23.06
Registered Nurse IV	27.62
Information and Arts Occupations	
Audiovisual Librarian	16.30
Exhibits Specialist I	11.96
Exhibits Specialist II	14.94
Exhibits Specialist III	18.27
Illustrator I	11.96
Illustrator II	14.94
Illustrator III	18.27
Librarian	18.04
Library Technician	12.36
Photographer I	10.18
Photographer II	12.74
Photographer III	15.90
Photographer IV	19.46
Photographer V	23.55
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.65
Counter Attendant	7.65
Dry Cleaner	9.12
Finisher, Flatwork, Machine	7.65
Presser, Hand	7.65
Presser, Machine, Drycleaning	7.65
Presser, Machine, Shirts	7.65

Presser, Machine, Wearing Apparel, Laundry	7.65
Sewing Machine Operator	9.71
Tailor	10.29
Washer, Machine	8.23
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	15.67
Tool and Die Maker	18.42
Material Handling and Packing Occupations	
Forklift Operator	14.52
Fuel Distribution System Operator	13.41
Material Coordinator	14.00
Material Expediter	14.00
Material Handling Laborer	10.22
Order Filler	11.69
Production Line Worker (Food Processing)	10.95
Shipping Packer	11.63
Shipping/Receiving Clerk	11.63
Stock Clerk (Shelf Stocker; Store Worker II)	11.34
Store Worker I	10.70
Tools and Parts Attendant	12.07
Warehouse Specialist	12.07
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	16.37
Aircraft Mechanic Helper	12.68
Aircraft Quality Control Inspector	17.11
Aircraft Servicer	14.15
Aircraft Worker	14.91
Appliance Mechanic	15.67
Bicycle Repairer	12.96
Cable Splicer	16.37
Carpenter, Maintenance	18.02
Carpet Layer	15.28
Electrician, Maintenance	18.83
Electronics Technician, Maintenance I	13.80
Electronics Technician, Maintenance II	14.49
Electronics Technician, Maintenance III	15.14
Fabric Worker	14.15
Fire Alarm System Mechanic	16.37
Fire Extinguisher Repairer	13.41
Fuel Distribution System Mechanic	16.37
General Maintenance Worker	13.81
Heating, Refrigeration and Air Conditioning Mechanic	18.83
Heavy Equipment Mechanic	16.37
Heavy Equipment Operator	18.83
Instrument Mechanic	16.37
Laborer	9.07
Locksmith	15.67
Machinery Maintenance Mechanic	16.37
Machinist, Maintenance	16.37
Maintenance Trades Helper	12.68
Millwright	16.37
Office Appliance Repairer	15.67
Painter, Aircraft	15.67
Painter, Maintenance	15.67
Pipefitter, Maintenance	18.83
Plumber, Maintenance	18.02
Pneudraulic Systems Mechanic	16.37

Rigger	16.37
Scale Mechanic	14.91
Sheet-Metal Worker, Maintenance	18.83
Small Engine Mechanic	14.91
Telecommunication Mechanic I	16.37
Telecommunication Mechanic II	17.11
Telephone Lineman	16.37
Welder, Combination, Maintenance	16.37
Well Driller	16.37
Woodcraft Worker	16.37
Woodworker	13.41
Miscellaneous Occupations	
Animal Caretaker	8.92
Carnival Equipment Operator	9.47
Carnival Equipment Repairer	10.00
Carnival Worker	7.89
Cashier	7.20
Desk Clerk	8.53
Embalmer	16.57
Lifeguard	7.86
Mortician	16.57
Park Attendant (Aide)	9.88
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	6.84
Recreation Specialist	10.64
Recycling Worker	10.89
Sales Clerk	7.86
School Crossing Guard (Crosswalk Attendant)	7.89
Sport Official	7.86
Survey Party Chief (Chief of Party)	12.94
Surveying Aide	6.77
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	9.29
Swimming Pool Operator	11.08
Vending Machine Attendant	9.47
Vending Machine Repairer	11.08
Vending Machine Repairer Helper	9.47
Personal Needs Occupations	
Child Care Attendant	8.27
Child Care Center Clerk	10.32
Chore Aid	8.27
Homemaker	11.97
Plant and System Operation Occupations	
Boiler Tender	16.37
Sewage Plant Operator	18.02
Stationary Engineer	16.37
Ventilation Equipment Tender	12.68
Water Treatment Plant Operator	18.01
Protective Service Occupations	
Alarm Monitor	9.98
Corrections Officer	18.03
Court Security Officer	19.14
Detention Officer	18.03
Firefighter	18.02
Guard I	7.76
Guard II	8.68
Police Officer	21.39
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	12.81

Hatch Tender	12.81
Line Handler	12.81
Stevedore I	12.17
Stevedore II	13.43
Technical Occupations	
Air Traffic Control Specialist, Center (2)	29.33
Air Traffic Control Specialist, Station (2)	20.22
Air Traffic Control Specialist, Terminal (2)	22.27
Archeological Technician I	11.22
Archeological Technician II	12.85
Archeological Technician III	15.93
Cartographic Technician	17.18
Civil Engineering Technician	16.58
Computer Based Training (CBT) Specialist/ Instructor	16.34
Drafter I	9.46
Drafter II	10.61
Drafter III	13.28
Drafter IV	16.58
Engineering Technician I	8.52
Engineering Technician II	9.56
Engineering Technician III	11.96
Engineering Technician IV	14.94
Engineering Technician V	18.27
Engineering Technician VI	22.11
Environmental Technician	15.82
Flight Simulator/Instructor (Pilot)	19.37
Graphic Artist	15.77
Instructor	15.44
Laboratory Technician	12.89
Mathematical Technician	16.58
Paralegal/Legal Assistant I	12.52
Paralegal/Legal Assistant II	15.25
Paralegal/Legal Assistant III	18.65
Paralegal/Legal Assistant IV	22.56
Photooptics Technician	15.91
Technical Writer	20.43
Unexploded (UXO) Safety Escort	18.64
Unexploded (UXO) Sweep Personnel	18.64
Unexploded Ordnance (UXO) Technician I	18.64
Unexploded Ordnance (UXO) Technician II	22.55
Unexploded Ordnance (UXO) Technician III	27.03
Weather Observer, Combined Upper Air and Surface Programs (3)	13.21
Weather Observer, Senior (3)	14.69
Weather Observer, Upper Air (3)	13.21
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	14.32
Parking and Lot Attendant	6.61
Shuttle Bus Driver	9.64
Taxi Driver	10.17
Truckdriver, Heavy Truck	13.88
Truckdriver, Light Truck	9.64
Truckdriver, Medium Truck	14.35
Truckdriver, Tractor-Trailer	14.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
HEALTH & WELFARE: $2.02 an hour or $80.80 a week or $350.13 a month.

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

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

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

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

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

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:
The duties of employees under job titles listed are those described in the "Service
Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the
Third Supplement, dated March 1997, unless otherwise indicated. This publication may be
obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the
Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
Copies of specific job descriptions may also be obtained from the appropriate contracting
officer.
REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444
(SF 1444)}
Conformance Process:
The contracting officer shall require that any class of service employee which is not
listed herein and which is to be employed under the contract (i.e., the work to be
performed is not performed by any classification listed in the wage determination), be
classified by the contractor so as to provide a reasonable relationship (i.e., appropriate
level of skill comparison) between such unlisted classifications and the classifications
listed in the wage determination. Such conformed classes of employees shall be paid the
monetary wages and furnished the fringe benefits as are determined. Such conforming
process shall be initiated by the contractor prior to the performance of contract work by
such unlisted class(es) of employees. The conformed classification, wage rate, and/or
fringe benefits shall be retroactive to the commencement date of the contract. {See Section
4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF
1444 should be prepared for each wage determination to which a class(es) is to be
conformed.
The process for preparing a conformance request is as follows:
1) When preparing the bid, the contractor identifies the need for a conformed occupation(s)
and computes a proposed rate(s).
2) After contract award, the contractor prepares a written report listing in order proposed
classification title(s), a Federal grade equivalency (FGE) for each proposed
classification(s), job description(s), and rationale for proposed wage rate(s), including

information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
5) The contracting officer transmits the Wage and Hour decision to the contractor.
6) The contractor informs the affected employees.
Information required by the Regulations must be submitted on SF 1444 or bond paper.
When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.
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WAGE DETERMINATION NO: 94-2047 REV (18) AREA: CA,LOS ANGELES/SANTA ANA

WAGE DETERMINATION NO: 94-2047 REV (18) AREA: CA,LOS ANGELES/SANTA ANA
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
| WASHINGTON D.C. 20210
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| Wage Determination No.: 1994-2047
William W.Gross Division of | Revision No.: 18
Director Wage Determinations| Date Of Last Revision: 05/31/2001

State: California
Area: California Counties of Los Angeles, Orange

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.25
Accounting Clerk II	11.17
Accounting Clerk III	13.08
Accounting Clerk IV	14.97
Court Reporter	14.89
Dispatcher, Motor Vehicle	14.89
Document Preparation Clerk	12.27
Duplicating Machine Operator	12.27
Film/Tape Librarian	12.84
General Clerk I	8.07
General Clerk II	9.87
General Clerk III	12.14
General Clerk IV	13.86
Housing Referral Assistant	16.63
Key Entry Operator I	9.38
Key Entry Operator II	11.80
Messenger (Courier)	9.28
Order Clerk I	11.81
Order Clerk II	12.81
Personnel Assistant (Employment) I	12.45
Personnel Assistant (Employment) II	13.97
Personnel Assistant (Employment) III	18.12
Personnel Assistant (Employment) IV	21.77
Production Control Clerk	16.13
Rental Clerk	12.64
Scheduler, Maintenance	12.64
Secretary I	12.64
Secretary II	15.47
Secretary III	16.63
Secretary IV	19.43
Secretary V	23.16
Service Order Dispatcher	12.84
Stenographer I	12.33
Stenographer II	13.85
Supply Technician	19.44

Survey Worker (Interviewer)	14.66
Switchboard Operator-Receptionist	10.68
Test Examiner	15.47
Test Proctor	15.47
Travel Clerk I	10.18
Travel Clerk II	11.08
Travel Clerk III	11.83
Word Processor I	12.94
Word Processor II	13.79
Word Processor III	15.90
Automatic Data Processing Occupations	
Computer Data Librarian	12.71
Computer Operator I	12.71
Computer Operator II	14.68
Computer Operator III	17.75
Computer Operator IV	20.95
Computer Operator V	23.20
Computer Programmer I (1)	15.86
Computer Programmer II (1)	18.64
Computer Programmer III (1)	23.36
Computer Programmer IV (1)	27.44
Computer Systems Analyst I (1)	24.40
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.63
Peripheral Equipment Operator	13.67
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	19.28
Automotive Glass Installer	17.94
Automotive Worker	17.94
Electrician, Automotive	18.69
Mobile Equipment Servicer	16.15
Motor Equipment Metal Mechanic	19.45
Motor Equipment Metal Worker	17.94
Motor Vehicle Mechanic	19.16
Motor Vehicle Mechanic Helper	14.95
Motor Vehicle Upholstery Worker	17.19
Motor Vehicle Wrecker	17.94
Painter, Automotive	18.69
Radiator Repair Specialist	17.94
Tire Repairer	15.47
Transmission Repair Specialist	19.45
Food Preparation and Service Occupations	
Baker	11.95
Cook I	10.78
Cook II	11.95
Dishwasher	7.66
Food Service Worker	7.59
Meat Cutter	11.95
Waiter/Waitress	8.40
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.52
Furniture Handler	12.42
Furniture Refinisher	18.52
Furniture Refinisher Helper	14.82
Furniture Repairer, Minor	17.04
Upholsterer	18.52
General Services and Support Occupations	

Cleaner, Vehicles	7.96
Elevator Operator	8.60
Gardener	12.40
House Keeping Aid I	7.59
House Keeping Aid II	8.60
Janitor	8.60
Laborer, Grounds Maintenance	9.66
Maid or Houseman	7.59
Pest Controller	13.16
Refuse Collector	8.73
Tractor Operator	11.51
Window Cleaner	9.52
Health Occupations	
Dental Assistant	12.21
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.28
Licensed Practical Nurse I	12.95
Licensed Practical Nurse II	14.54
Licensed Practical Nurse III	16.26
Medical Assistant	11.55
Medical Laboratory Technician	11.87
Medical Record Clerk	11.87
Medical Record Technician	14.30
Nursing Assistant I	7.49
Nursing Assistant II	8.43
Nursing Assistant III	9.19
Nursing Assistant IV	10.32
Pharmacy Technician	12.87
Phlebotomist	10.32
Registered Nurse I	19.26
Registered Nurse II	24.58
Registered Nurse II, Specialist	24.58
Registered Nurse III	29.97
Registered Nurse III, Anesthetist	29.97
Registered Nurse IV	37.16
Information and Arts Occupations	
Audiovisual Librarian	18.98
Exhibits Specialist I	18.34
Exhibits Specialist II	22.72
Exhibits Specialist III	25.61
Illustrator I	18.34
Illustrator II	22.72
Illustrator III	25.61
Librarian	22.96
Library Technician	16.27
Photographer I	16.42
Photographer II	19.86
Photographer III	24.61
Photographer IV	27.74
Photographer V	33.56
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.52
Tool and Die Maker	23.95
Material Handling and Packing Occupations	
Forklift Operator	12.95
Fuel Distribution System Operator	16.01
Material Coordinator	16.34
Material Expediter	16.34

Material Handling Laborer	11.47
Order Filler	12.38
Production Line Worker (Food Processing)	14.22
Shipping Packer	11.12
Shipping/Receiving Clerk	11.12
Stock Clerk (Shelf Stocker; Store Worker II)	12.20
Store Worker I	9.38
Tools and Parts Attendant	14.35
Warehouse Specialist	14.22
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.28
Aircraft Mechanic Helper	14.82
Aircraft Quality Control Inspector	20.07
Aircraft Servicer	17.04
Aircraft Worker	17.78
Appliance Mechanic	18.52
Bicycle Repairer	15.47
Cable Splicer	21.36
Carpenter, Maintenance	19.36
Carpet Layer	17.78
Electrician, Maintenance	23.43
Electronics Technician, Maintenance I	16.80
Electronics Technician, Maintenance II	21.87
Electronics Technician, Maintenance III	25.51
Fabric Worker	17.04
Fire Alarm System Mechanic	19.28
Fire Extinguisher Repairer	16.01
Fuel Distribution System Mechanic	19.28
General Maintenance Worker	17.78
Heavy Equipment Mechanic	19.86
Heavy Equipment Operator	22.17
Instrument Mechanic	20.16
Laborer	8.73
Locksmith	18.52
Machinery Maintenance Mechanic	18.57
Machinist, Maintenance	20.17
Maintenance Trades Helper	14.82
Millwright	21.56
Office Appliance Repairer	18.52
Painter, Aircraft	18.52
Painter, Maintenance	18.52
Pipefitter, Maintenance	19.82
Plumber, Maintenance	19.04
Pneudraulic Systems Mechanic	19.28
Rigger	21.90
Scale Mechanic	17.78
Sheet-Metal Worker, Maintenance	19.28
Small Engine Mechanic	17.78
Telecommunication Mechanic I	19.28
Telecommunication Mechanic II	20.91
Telephone Lineman	19.28
Welder, Combination, Maintenance	19.28
Well Driller	19.28
Woodcraft Worker	19.28
Woodworker	16.01
Miscellaneous Occupations	
Animal Caretaker	9.21

Carnival Equipment Operator	10.01
Carnival Equipment Repairer	10.78
Carnival Worker	7.59
Cashier	9.73
Desk Clerk	12.65
Embalmer	17.49
Lifeguard	9.80
Mortician	17.63
Park Attendant (Aide)	12.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.27
Recreation Specialist	15.25
Recycling Worker	11.51
Sales Clerk	10.67
School Crossing Guard (Crosswalk Attendant)	7.59
Sport Official	9.80
Survey Party Chief (Chief of Party)	25.88
Surveying Aide	14.24
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	19.50
Swimming Pool Operator	13.74
Vending Machine Attendant	11.51
Vending Machine Repairer	13.74
Vending Machine Repairer Helper	11.51
Personal Needs Occupations	
Child Care Attendant	11.00
Child Care Center Clerk	13.72
Chore Aid	8.05
Homemaker	16.44
Plant and System Operation Occupations	
Boiler Tender	19.28
Sewage Plant Operator	21.30
Stationary Engineer	21.30
Ventilation Equipment Tender	17.08
Water Treatment Plant Operator	21.30
Protective Service Occupations	
Alarm Monitor	14.68
Corrections Officer	22.05
Court Security Officer	22.10
Detention Officer	22.10
Firefighter	22.15
Guard I	7.04
Guard II	14.68
Police Officer	27.07
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	17.07
Hatch Tender	17.07
Line Handler	17.07
Stevedore I	17.90
Stevedore II	19.48
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.68
Air Traffic Control Specialist, Station (2)	19.77
Air Traffic Control Specialist, Terminal (2)	21.78
Archeological Technician I	16.39
Archeological Technician II	18.34
Archeological Technician III	22.72
Cartographic Technician	26.13
Civil Engineering Technician	23.72

Computer Based Training (CBT) Specialist/ Instructor	21.22
Drafter I	15.54
Drafter II	17.43
Drafter III	21.09
Drafter IV	26.13
Engineering Technician I	12.62
Engineering Technician II	14.17
Engineering Technician III	16.64
Engineering Technician IV	20.24
Engineering Technician V	23.23
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Environmental Technician	21.05
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Graphic Artist	21.22
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Laboratory Technician	15.60
Mathematical Technician	22.52
Paralegal/Legal Assistant I	15.06
Paralegal/Legal Assistant II	18.36
Paralegal/Legal Assistant III	22.46
Paralegal/Legal Assistant IV	27.20
Photooptics Technician	21.21
Technical Writer	23.15
Unexploded (UXO) Safety Escort	18.22
Unexploded (UXO) Sweep Personnel	18.22
Unexploded Ordnance (UXO) Technician I	18.22
Unexploded Ordnance (UXO) Technician II	22.05
Unexploded Ordnance (UXO) Technician III	26.43
Weather Observer, Combined Upper Air and Surface Programs (3)	15.60
Weather Observer, Senior (3)	17.34
Weather Observer, Upper Air (3)	15.60
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	15.41
Parking and Lot Attendant	6.56
Shuttle Bus Driver	10.11
Taxi Driver	8.69
Truckdriver, Heavy Truck	16.47
Truckdriver, Light Truck	10.11
Truckdriver, Medium Truck	15.41
Truckdriver, Tractor-Trailer	16.47

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VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)
HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus

Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for
any of the named holidays another day off with pay in accordance with a plan communicated
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rate of basic pay plus a night pay differential amounting to 10 percent of the rate of
basic pay.
3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular
tour of duty, you will earn a night differential and receive an additional 10% of basic pay
for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a
week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of
basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work
which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is
considered overtime work).
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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 ordance, 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.
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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
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accept payment in accordance with the following standards as compliance:
The contractor or subcontractor is required to furnish all employees with an adequate
number of uniforms without cost or to reimburse employees for the actual cost of the
uniforms. In addition, where uniform cleaning and maintenance is made the responsibility
of the employee, all contractors and subcontractors subject to this wage determination
shall (in the absence of a bona fide collective bargaining agreement providing for a
different amount, or the furnishing of contrary affirmative proof as to the actual cost),
reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or
$.67 cents per day). However, in those instances where the uniforms furnished are made of
"wash and wear" materials, may be routinely washed and dried with other personal garments,
and do not require any special treatment such as dry cleaning, daily washing, or commercial
laundering in order to meet the cleanliness or appearance standards set by the terms of the
Government contract, by the contractor, by law, or by the nature of the work, there is no
requirement that employees be reimbursed for uniform maintenance costs.
** NOTES APPLYING TO THIS WAGE DETERMINATION **
Source of Occupational Title and Descriptions:
The duties of employees under job titles listed are those described in the "Service
Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the
Third Supplement, dated March 1997, unless otherwise indicated. This publication may be
obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the
Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves
the action via transmittal to the agency contracting officer, or notifies the contracting
officer that additional time will be required to process the request.
5) The contracting officer transmits the Wage and Hour decision to the contractor.
6) The contractor informs the affected employees.
Information required by the Regulations must be submitted on SF 1444 or bond paper.
When preparing a conformance request, the "Service Contract Act Directory of Occupations"
(the Directory) should be used to compare job definitions to insure that duties requested
are not performed by a classification already listed in the wage determination. Remember,
it is not the job title, but the required tasks that determine whether a class is included
in an established wage determination. Conformances may not be used to artificially split,
combine, or subdivide classifications listed in the wage determination.
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WAGE DETERMINATION NO: 94-2045 REV (16) AREA: CA,FRESNO

WAGE DETERMINATION NO: 94-2045 REV (16) AREA: CA,FRESNO
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
| WASHINGTON D.C. 20210
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| Wage Determination No.: 1994-2045
William W.Gross Division of | Revision No.: 16
Director Wage Determinations| Date Of Last Revision: 05/31/2001

State: California
Area: California Counties of Fresno, Madera, Mariposa, Merced

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.29
Accounting Clerk II	9.59
Accounting Clerk III	11.33
Accounting Clerk IV	15.33
Court Reporter	12.97
Dispatcher, Motor Vehicle	10.82
Document Preparation Clerk	9.21
Duplicating Machine Operator	9.21
Film/Tape Librarian	10.90
General Clerk I	7.77
General Clerk II	8.72
General Clerk III	9.42
General Clerk IV	10.69
Housing Referral Assistant	14.20
Key Entry Operator I	8.85
Key Entry Operator II	9.62
Messenger (Courier)	7.80
Order Clerk I	10.10
Order Clerk II	10.26
Personnel Assistant (Employment) I	10.42
Personnel Assistant (Employment) II	11.71
Personnel Assistant (Employment) III	12.49
Personnel Assistant (Employment) IV	14.36
Production Control Clerk	12.88
Rental Clerk	11.59
Scheduler, Maintenance	11.59
Secretary I	11.59
Secretary II	14.05
Secretary III	14.20
Secretary IV	16.72
Secretary V	17.24
Service Order Dispatcher	10.82
Stenographer I	10.86
Stenographer II	12.17
Supply Technician	15.72

Survey Worker (Interviewer)	11.28
Switchboard Operator-Receptionist	8.72
Test Examiner	12.35
Test Proctor	12.35
Travel Clerk I	9.13
Travel Clerk II	9.61
Travel Clerk III	10.41
Word Processor I	9.77
Word Processor II	10.66
Word Processor III	12.27
Automatic Data Processing Occupations	
Computer Data Librarian	11.08
Computer Operator I	11.08
Computer Operator II	12.62
Computer Operator III	15.56
Computer Operator IV	17.25
Computer Operator V	19.15
Computer Programmer I (1)	13.15
Computer Programmer II (1)	16.20
Computer Programmer III (1)	22.25
Computer Programmer IV (1)	24.13
Computer Systems Analyst I (1)	19.35
Computer Systems Analyst II (1)	22.55
Computer Systems Analyst III (1)	27.05
Peripheral Equipment Operator	9.46
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	15.41
Automotive Glass Installer	13.78
Automotive Worker	13.78
Electrician, Automotive	15.31
Mobile Equipment Servicer	12.23
Motor Equipment Metal Mechanic	15.31
Motor Equipment Metal Worker	13.78
Motor Vehicle Mechanic	15.63
Motor Vehicle Mechanic Helper	11.59
Motor Vehicle Upholstery Worker	13.58
Motor Vehicle Wrecker	13.78
Painter, Automotive	14.54
Radiator Repair Specialist	13.78
Tire Repairer	11.82
Transmission Repair Specialist	15.31
Food Preparation and Service Occupations	
Baker	10.83
Cook I	10.29
Cook II	10.83
Dishwasher	7.66
Food Service Worker	7.66
Meat Cutter	11.61
Waiter/Waitress	8.19
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	14.54
Furniture Handler	11.59
Furniture Refinisher	14.54
Furniture Refinisher Helper	11.59
Furniture Repairer, Minor	13.01
Upholsterer	14.54
General Services and Support Occupations	

Cleaner, Vehicles	7.66
Elevator Operator	8.38
Gardener	10.00
House Keeping Aid I	7.66
House Keeping Aid II	8.96
Janitor	8.38
Laborer, Grounds Maintenance	9.30
Maid or Houseman	6.98
Pest Controller	10.61
Refuse Collector	9.22
Tractor Operator	8.69
Window Cleaner	8.96
Health Occupations	
Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.35
Licensed Practical Nurse I	10.02
Licensed Practical Nurse II	11.24
Licensed Practical Nurse III	12.57
Medical Assistant	10.11
Medical Laboratory Technician	11.24
Medical Record Clerk	11.24
Medical Record Technician	13.54
Nursing Assistant I	7.50
Nursing Assistant II	8.43
Nursing Assistant III	9.20
Nursing Assistant IV	10.32
Pharmacy Technician	12.19
Phlebotomist	11.24
Registered Nurse I	15.57
Registered Nurse II	18.99
Registered Nurse II, Specialist	18.99
Registered Nurse III	23.06
Registered Nurse III, Anesthetist	23.06
Registered Nurse IV	27.62
Information and Arts Occupations	
Audiovisual Librarian	16.51
Exhibits Specialist I	12.24
Exhibits Specialist II	13.71
Exhibits Specialist III	16.96
Illustrator I	12.24
Illustrator II	13.71
Illustrator III	16.96
Librarian	18.10
Library Technician	11.28
Photographer I	12.02
Photographer II	13.54
Photographer III	15.16
Photographer IV	18.76
Photographer V	22.68
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.84
Counter Attendant	6.84
Dry Cleaner	8.31
Finisher, Flatwork, Machine	6.84
Presser, Hand	6.84
Presser, Machine, Drycleaning	6.84
Presser, Machine, Shirts	6.84

Presser, Machine, Wearing Apparel, Laundry	6.84
Sewing Machine Operator	8.85
Tailor	9.38
Washer, Machine	7.24
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	14.54
Tool and Die Maker	17.29
Material Handling and Packing Occupations	
Forklift Operator	11.21
Fuel Distribution System Operator	12.23
Material Coordinator	14.26
Material Expediter	14.26
Material Handling Laborer	9.32
Order Filler	12.13
Production Line Worker (Food Processing)	6.13
Shipping Packer	11.24
Shipping/Receiving Clerk	11.49
Stock Clerk (Shelf Stocker; Store Worker II)	11.30
Store Worker I	8.74
Tools and Parts Attendant	11.59
Warehouse Specialist	11.59
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	15.31
Aircraft Mechanic Helper	11.59
Aircraft Quality Control Inspector	15.92
Aircraft Servicer	13.01
Aircraft Worker	13.78
Appliance Mechanic	14.54
Bicycle Repairer	11.82
Cable Splicer	17.61
Carpenter, Maintenance	14.54
Carpet Layer	13.78
Electrician, Maintenance	15.67
Electronics Technician, Maintenance I	13.49
Electronics Technician, Maintenance II	16.04
Electronics Technician, Maintenance III	18.68
Fabric Worker	13.01
Fire Alarm System Mechanic	16.15
Fire Extinguisher Repairer	12.90
Fuel Distribution System Mechanic	16.15
General Maintenance Worker	13.78
Heating, Refrigeration and Air Conditioning Mechanic	16.08
Heavy Equipment Mechanic	15.88
Heavy Equipment Operator	15.31
Instrument Mechanic	15.31
Laborer	8.82
Locksmith	14.54
Machinery Maintenance Mechanic	16.03
Machinist, Maintenance	16.54
Maintenance Trades Helper	11.48
Millwright	15.31
Office Appliance Repairer	14.54
Painter, Aircraft	14.54
Painter, Maintenance	15.78
Pipefitter, Maintenance	17.61
Plumber, Maintenance	16.72
Pneudraulic Systems Mechanic	16.15

Rigger	15.31
Scale Mechanic	14.54
Sheet-Metal Worker, Maintenance	15.31
Small Engine Mechanic	13.78
Telecommunication Mechanic I	15.31
Telecommunication Mechanic II	15.92
Telephone Lineman	15.31
Welder, Combination, Maintenance	15.31
Well Driller	17.61
Woodcraft Worker	15.31
Woodworker	14.20
Miscellaneous Occupations	
Animal Caretaker	9.00
Carnival Equipment Operator	9.77
Carnival Equipment Repairer	10.42
Carnival Worker	7.66
Cashier	7.61
Desk Clerk	9.32
Embalmer	16.57
Lifeguard	9.02
Mortician	16.57
Park Attendant (Aide)	11.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.29
Recreation Specialist	12.55
Recycling Worker	10.62
Sales Clerk	9.01
School Crossing Guard (Crosswalk Attendant)	7.66
Sport Official	9.02
Survey Party Chief (Chief of Party)	15.88
Surveying Aide	10.55
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.44
Swimming Pool Operator	10.02
Vending Machine Attendant	7.17
Vending Machine Repairer	10.02
Vending Machine Repairer Helper	7.79
Personal Needs Occupations	
Child Care Attendant	9.54
Child Care Center Clerk	11.60
Chore Aid	7.51
Homemaker	12.46
Plant and System Operation Occupations	
Boiler Tender	15.31
Sewage Plant Operator	15.34
Stationary Engineer	17.61
Ventilation Equipment Tender	11.59
Water Treatment Plant Operator	15.57
Protective Service Occupations	
Alarm Monitor	10.25
Corrections Officer	21.53
Court Security Officer	21.53
Detention Officer	21.53
Firefighter	21.14
Guard I	6.83
Guard II	10.25
Police Officer	21.92
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	13.88

Hatch Tender	13.88
Line Handler	13.88
Stevedore I	13.13
Stevedore II	14.63
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.00
Air Traffic Control Specialist, Station (2)	18.62
Air Traffic Control Specialist, Terminal (2)	20.50
Archeological Technician I	11.37
Archeological Technician II	12.73
Archeological Technician III	15.77
Cartographic Technician	15.77
Civil Engineering Technician	15.77
Computer Based Training (CBT) Specialist/ Instructor	20.04
Drafter I	10.52
Drafter II	11.42
Drafter III	12.87
Drafter IV	14.41
Engineering Technician I	11.60
Engineering Technician II	12.66
Engineering Technician III	15.64
Engineering Technician IV	15.90
Engineering Technician V	19.66
Engineering Technician VI	23.79
Environmental Technician	15.49
Flight Simulator/Instructor (Pilot)	22.39
Graphic Artist	17.43
Instructor	16.30
Laboratory Technician	12.72
Mathematical Technician	14.21
Paralegal/Legal Assistant I	14.63
Paralegal/Legal Assistant II	16.51
Paralegal/Legal Assistant III	20.18
Paralegal/Legal Assistant IV	24.43
Photooptics Technician	15.72
Technical Writer	20.16
Unexploded (UXO) Safety Escort	17.16
Unexploded (UXO) Sweep Personnel	17.16
Unexploded Ordnance (UXO) Technician I	17.16
Unexploded Ordnance (UXO) Technician II	20.76
Unexploded Ordnance (UXO) Technician III	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	15.61
Weather Observer, Senior (3)	17.30
Weather Observer, Upper Air (3)	15.61
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	14.58
Parking and Lot Attendant	7.79
Shuttle Bus Driver	11.27
Taxi Driver	9.67
Truckdriver, Heavy Truck	14.31
Truckdriver, Light Truck	11.27
Truckdriver, Medium Truck	12.84
Truckdriver, Tractor-Trailer	14.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
HEALTH & WELFARE: $2.02 an hour or $80.80 a week or $350.13 a month.

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, dying, mixing, and pressing of sensitive explosives pyrotechnic compositions such as lead azide, black powder and photoflash power. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and

maintenance operations on sensitive explosives and incendiary materials. All operations
involving regarding and cleaning of artillery ranges.
A 4 percent differential is applicable to employees employed in a position that represents
a low degree of hazard. Including working with or in close proximity to explosives and
incendiary materials which involves potential injury such as laceration of hands, face, or
arms of the employee engaged in the operation and, possibly adjacent employees, 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 explosive and incendiary
ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is
covered under high degree hazard.)
** UNIFORM ALLOWANCE **
If employees are required to wear uniforms in the performance of this contract (either by
the terms of the Government contract, by the employer, by the state or local law, etc.),
the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such
uniforms is an expense that may not be borne by an employee where such cost reduces the
hourly rate below that required by the wage determination. The Department of Labor will
accept payment in accordance with the following standards as compliance:
The contractor or subcontractor is required to furnish all employees with an adequate
number of uniforms without cost or to reimburse employees for the actual cost of the
uniforms. In addition, where uniform cleaning and maintenance is made the responsibility
of the employee, all contractors and subcontractors subject to this wage determination
shall (in the absence of a bona fide collective bargaining agreement providing for a
different amount, or the furnishing of contrary affirmative proof as to the actual cost),
reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or
$.67 cents per day). However, in those instances where the uniforms furnished are made of
"wash and wear" materials, may be routinely washed and dried with other personal garments,
and do not require any special treatment such as dry cleaning, daily washing, or commercial
laundering in order to meet the cleanliness or appearance standards set by the terms of the
Government contract, by the contractor, by law, or by the nature of the work, there is no
requirement that employees be reimbursed for uniform maintenance costs.
** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:
The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
Copies of specific job descriptions may also be obtained from the appropriate contracting officer.
REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}
Conformance Process:
The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.
The process for preparing a conformance request is as follows:
1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees

themselves. This report should be submitted to the contracting officer no later than 30
days after such unlisted class(es) of employees performs any contract work.
3) The contracting officer reviews the proposed action and promptly submits a report of the
action, together with the agency's recommendations and pertinent information including the
position of the contractor and the employees, to the Wage and Hour Division, Employment
Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of
Regulations 29 CFR Part 4).
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves
the action via transmittal to the agency contracting officer, or notifies the contracting
officer that additional time will be required to process the request.
5) The contracting officer transmits the Wage and Hour decision to the contractor.
6) The contractor informs the affected employees.
Information required by the Regulations must be submitted on SF 1444 or bond paper.
When preparing a conformance request, the "Service Contract Act Directory of Occupations"
(the Directory) should be used to compare job definitions to insure that duties requested
are not performed by a classification already listed in the wage determination. Remember,
it is not the job title, but the required tasks that determine whether a class is included
in an established wage determination. Conformances may not be used to artificially split,
combine, or subdivide classifications listed in the wage determination.
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WAGE DETERMINATION NO: 94-2049 REV (16) AREA: CA,MONTEREY

WAGE DETERMINATION NO: 94-2049 REV (16) AREA: CA,MONTEREY
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
| WASHINGTON D.C. 20210
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| Wage Determination No.: 1994-2049
William W.Gross Division of | Revision No.: 16
Director Wage Determinations| Date Of Last Revision: 05/31/2001

State: California
Area: California Counties of Monterey, San Benito

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.51
Accounting Clerk II	10.39
Accounting Clerk III	12.20
Accounting Clerk IV	14.09
Court Reporter	11.55
Dispatcher, Motor Vehicle	13.28
Document Preparation Clerk	9.65
Duplicating Machine Operator	9.65
Film/Tape Librarian	11.05
General Clerk I	7.13
General Clerk II	8.01
General Clerk III	10.72
General Clerk IV	11.98
Housing Referral Assistant	12.93
Key Entry Operator I	9.13
Key Entry Operator II	10.81
Messenger (Courier)	7.42
Order Clerk I	10.14
Order Clerk II	13.24
Personnel Assistant (Employment) I	8.55
Personnel Assistant (Employment) II	9.59
Personnel Assistant (Employment) III	12.10
Personnel Assistant (Employment) IV	13.51
Production Control Clerk	14.44
Rental Clerk	10.62
Scheduler, Maintenance	10.62
Secretary I	10.62
Secretary II	11.87
Secretary III	12.93
Secretary IV	15.68
Secretary V	17.35
Service Order Dispatcher	11.88
Stenographer I	9.19
Stenographer II	10.33
Supply Technician	15.68

Survey Worker (Interviewer)	11.55
Switchboard Operator-Receptionist	10.00
Test Examiner	11.87
Test Proctor	11.87
Travel Clerk I	9.32
Travel Clerk II	9.88
Travel Clerk III	10.60
Word Processor I	10.15
Word Processor II	11.40
Word Processor III	12.75
Automatic Data Processing Occupations	
Computer Data Librarian	11.90
Computer Operator I	9.50
Computer Operator II	11.16
Computer Operator III	12.39
Computer Operator IV	13.76
Computer Operator V	15.26
Computer Programmer I (1)	13.62
Computer Programmer II (1)	16.34
Computer Programmer III (1)	19.37
Computer Programmer IV (1)	23.45
Computer Systems Analyst I (1)	14.21
Computer Systems Analyst II (1)	16.84
Computer Systems Analyst III (1)	20.37
Peripheral Equipment Operator	11.12
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	18.27
Automotive Glass Installer	16.46
Automotive Worker	16.46
Electrician, Automotive	17.29
Mobile Equipment Servicer	14.79
Motor Equipment Metal Mechanic	18.07
Motor Equipment Metal Worker	16.46
Motor Vehicle Mechanic	18.07
Motor Vehicle Mechanic Helper	13.98
Motor Vehicle Upholstery Worker	15.60
Motor Vehicle Wrecker	16.46
Painter, Automotive	17.29
Radiator Repair Specialist	16.46
Tire Repairer	13.10
Transmission Repair Specialist	18.07
Food Preparation and Service Occupations	
Baker	11.63
Cook I	10.99
Cook II	12.18
Dishwasher	9.07
Food Service Worker	7.89
Meat Cutter	12.74
Waiter/Waitress	8.42
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	15.67
Furniture Handler	11.22
Furniture Refinisher	15.67
Furniture Refinisher Helper	12.68
Furniture Repairer, Minor	14.15
Upholsterer	15.67
General Services and Support Occupations	

Cleaner, Vehicles	7.89
Elevator Operator	8.28
Gardener	11.50
House Keeping Aid I	7.76
House Keeping Aid II	8.28
Janitor	8.28
Laborer, Grounds Maintenance	9.68
Maid or Houseman	7.76
Pest Controller	11.79
Refuse Collector	9.07
Tractor Operator	10.89
Window Cleaner	8.83
Health Occupations	
Dental Assistant	12.57
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	10.02
Licensed Practical Nurse II	11.24
Licensed Practical Nurse III	12.57
Medical Assistant	10.65
Medical Laboratory Technician	11.24
Medical Record Clerk	11.24
Medical Record Technician	13.54
Nursing Assistant I	7.46
Nursing Assistant II	8.78
Nursing Assistant III	9.58
Nursing Assistant IV	10.75
Pharmacy Technician	12.19
Phlebotomist	11.24
Registered Nurse I	15.57
Registered Nurse II	19.06
Registered Nurse II, Specialist	19.06
Registered Nurse III	23.06
Registered Nurse III, Anesthetist	23.06
Registered Nurse IV	27.62
Information and Arts Occupations	
Audiovisual Librarian	16.30
Exhibits Specialist I	11.96
Exhibits Specialist II	14.94
Exhibits Specialist III	18.27
Illustrator I	11.96
Illustrator II	14.94
Illustrator III	18.27
Librarian	18.04
Library Technician	12.36
Photographer I	10.18
Photographer II	12.74
Photographer III	15.90
Photographer IV	19.46
Photographer V	23.55
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.65
Counter Attendant	7.65
Dry Cleaner	9.12
Finisher, Flatwork, Machine	7.65
Presser, Hand	7.65
Presser, Machine, Drycleaning	7.65
Presser, Machine, Shirts	7.65

Presser, Machine, Wearing Apparel, Laundry	7.65
Sewing Machine Operator	9.71
Tailor	10.29
Washer, Machine	8.23
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	15.67
Tool and Die Maker	18.42
Material Handling and Packing Occupations	
Forklift Operator	14.52
Fuel Distribution System Operator	13.41
Material Coordinator	14.00
Material Expediter	14.00
Material Handling Laborer	10.22
Order Filler	11.69
Production Line Worker (Food Processing)	10.95
Shipping Packer	11.63
Shipping/Receiving Clerk	11.63
Stock Clerk (Shelf Stocker; Store Worker II)	11.34
Store Worker I	10.70
Tools and Parts Attendant	12.07
Warehouse Specialist	12.07
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	16.37
Aircraft Mechanic Helper	12.68
Aircraft Quality Control Inspector	17.11
Aircraft Servicer	14.15
Aircraft Worker	14.91
Appliance Mechanic	15.67
Bicycle Repairer	12.96
Cable Splicer	16.37
Carpenter, Maintenance	18.02
Carpet Layer	15.28
Electrician, Maintenance	18.83
Electronics Technician, Maintenance I	13.80
Electronics Technician, Maintenance II	14.49
Electronics Technician, Maintenance III	15.14
Fabric Worker	14.15
Fire Alarm System Mechanic	16.37
Fire Extinguisher Repairer	13.41
Fuel Distribution System Mechanic	16.37
General Maintenance Worker	13.81
Heating, Refrigeration and Air Conditioning Mechanic	18.83
Heavy Equipment Mechanic	16.37
Heavy Equipment Operator	18.83
Instrument Mechanic	16.37
Laborer	9.07
Locksmith	15.67
Machinery Maintenance Mechanic	16.37
Machinist, Maintenance	16.37
Maintenance Trades Helper	12.68
Millwright	16.37
Office Appliance Repairer	15.67
Painter, Aircraft	15.67
Painter, Maintenance	15.67
Pipefitter, Maintenance	18.83
Plumber, Maintenance	18.02
Pneudraulic Systems Mechanic	16.37

Rigger	16.37
Scale Mechanic	14.91
Sheet-Metal Worker, Maintenance	18.83
Small Engine Mechanic	14.91
Telecommunication Mechanic I	16.37
Telecommunication Mechanic II	17.11
Telephone Lineman	16.37
Welder, Combination, Maintenance	16.37
Well Driller	16.37
Woodcraft Worker	16.37
Woodworker	13.41
Miscellaneous Occupations	
Animal Caretaker	8.92
Carnival Equipment Operator	9.47
Carnival Equipment Repairer	10.00
Carnival Worker	7.89
Cashier	7.20
Desk Clerk	8.53
Embalmer	16.57
Lifeguard	7.86
Mortician	16.57
Park Attendant (Aide)	9.88
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	6.84
Recreation Specialist	10.64
Recycling Worker	10.89
Sales Clerk	7.86
School Crossing Guard (Crosswalk Attendant)	7.89
Sport Official	7.86
Survey Party Chief (Chief of Party)	12.94
Surveying Aide	6.77
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	9.29
Swimming Pool Operator	11.08
Vending Machine Attendant	9.47
Vending Machine Repairer	11.08
Vending Machine Repairer Helper	9.47
Personal Needs Occupations	
Child Care Attendant	8.27
Child Care Center Clerk	10.32
Chore Aid	8.27
Homemaker	11.97
Plant and System Operation Occupations	
Boiler Tender	16.37
Sewage Plant Operator	18.02
Stationary Engineer	16.37
Ventilation Equipment Tender	12.68
Water Treatment Plant Operator	18.01
Protective Service Occupations	
Alarm Monitor	9.98
Corrections Officer	18.03
Court Security Officer	19.14
Detention Officer	18.03
Firefighter	18.02
Guard I	7.76
Guard II	8.68
Police Officer	21.39
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	12.81

Hatch Tender	12.81
Line Handler	12.81
Stevedore I	12.17
Stevedore II	13.43
Technical Occupations	
Air Traffic Control Specialist, Center (2)	29.33
Air Traffic Control Specialist, Station (2)	20.22
Air Traffic Control Specialist, Terminal (2)	22.27
Archeological Technician I	11.22
Archeological Technician II	12.85
Archeological Technician III	15.93
Cartographic Technician	17.18
Civil Engineering Technician	16.58
Computer Based Training (CBT) Specialist/ Instructor	16.34
Drafter I	9.46
Drafter II	10.61
Drafter III	13.28
Drafter IV	16.58
Engineering Technician I	8.52
Engineering Technician II	9.56
Engineering Technician III	11.96
Engineering Technician IV	14.94
Engineering Technician V	18.27
Engineering Technician VI	22.11
Environmental Technician	15.82
Flight Simulator/Instructor (Pilot)	19.37
Graphic Artist	15.77
Instructor	15.44
Laboratory Technician	12.89
Mathematical Technician	16.58
Paralegal/Legal Assistant I	12.52
Paralegal/Legal Assistant II	15.25
Paralegal/Legal Assistant III	18.65
Paralegal/Legal Assistant IV	22.56
Photooptics Technician	15.91
Technical Writer	20.43
Unexploded (UXO) Safety Escort	18.64
Unexploded (UXO) Sweep Personnel	18.64
Unexploded Ordnance (UXO) Technician I	18.64
Unexploded Ordnance (UXO) Technician II	22.55
Unexploded Ordnance (UXO) Technician III	27.03
Weather Observer, Combined Upper Air and Surface Programs (3)	13.21
Weather Observer, Senior (3)	14.69
Weather Observer, Upper Air (3)	13.21
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	14.32
Parking and Lot Attendant	6.61
Shuttle Bus Driver	9.64
Taxi Driver	10.17
Truckdriver, Heavy Truck	13.88
Truckdriver, Light Truck	9.64
Truckdriver, Medium Truck	14.35
Truckdriver, Tractor-Trailer	14.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
HEALTH & WELFARE: $2.02 an hour or $80.80 a week or $350.13 a month.

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

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

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

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

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

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:
The duties of employees under job titles listed are those described in the "Service
Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the
Third Supplement, dated March 1997, unless otherwise indicated. This publication may be
obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the
Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
Copies of specific job descriptions may also be obtained from the appropriate contracting
officer.
REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444
(SF 1444)}
Conformance Process:
The contracting officer shall require that any class of service employee which is not
listed herein and which is to be employed under the contract (i.e., the work to be
performed is not performed by any classification listed in the wage determination), be
classified by the contractor so as to provide a reasonable relationship (i.e., appropriate
level of skill comparison) between such unlisted classifications and the classifications
listed in the wage determination. Such conformed classes of employees shall be paid the
monetary wages and furnished the fringe benefits as are determined. Such conforming
process shall be initiated by the contractor prior to the performance of contract work by
such unlisted class(es) of employees. The conformed classification, wage rate, and/or
fringe benefits shall be retroactive to the commencement date of the contract. {See Section
4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF
1444 should be prepared for each wage determination to which a class(es) is to be
conformed.
The process for preparing a conformance request is as follows:
1) When preparing the bid, the contractor identifies the need for a conformed occupation(s)
and computes a proposed rate(s).
2) After contract award, the contractor prepares a written report listing in order proposed
classification title(s), a Federal grade equivalency (FGE) for each proposed
classification(s), job description(s), and rationale for proposed wage rate(s), including

information regarding the agreement or disagreement of the authorized representative of the
employees involved, or where there is no authorized representative, the employees
themselves. This report should be submitted to the contracting officer no later than 30
days after such unlisted class(es) of employees performs any contract work.
3) The contracting officer reviews the proposed action and promptly submits a report of the
action, together with the agency's recommendations and pertinent information including the
position of the contractor and the employees, to the Wage and Hour Division, Employment
Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of
Regulations 29 CFR Part 4).
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves
the action via transmittal to the agency contracting officer, or notifies the contracting
officer that additional time will be required to process the request.
5) The contracting officer transmits the Wage and Hour decision to the contractor.
6) The contractor informs the affected employees.
Information required by the Regulations must be submitted on SF 1444 or bond paper.
When preparing a conformance request, the "Service Contract Act Directory of Occupations"
(the Directory) should be used to compare job definitions to insure that duties requested
are not performed by a classification already listed in the wage determination. Remember,
it is not the job title, but the required tasks that determine whether a class is included
in an established wage determination. Conformances may not be used to artificially split,
combine, or subdivide classifications listed in the wage determination.
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WAGE DETERMINATION NO: 94-2333 REV (18) AREA: NV,RENO

WAGE DETERMINATION NO: 94-2333 REV (18) AREA: NV,RENO
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
| WASHINGTON D.C. 20210
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|
| Wage Determination No.: 1994-2333
William W.Gross Division of | Revision No.: 18
Director Wage Determinations| Date Of Last Revision: 05/31/2001

States: California, Nevada
Area: California Counties of Lassen, Mono
Nevada Counties of Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon,
Mineral, Ormsby, Pershing, Storey, Washoe, White Pine

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.84
Accounting Clerk II	10.74
Accounting Clerk III	11.77
Accounting Clerk IV	13.66
Court Reporter	12.20
Dispatcher, Motor Vehicle	12.20
Document Preparation Clerk	9.31
Duplicating Machine Operator	9.31
Film/Tape Librarian	10.40
General Clerk I	8.64
General Clerk II	9.73
General Clerk III	10.15
General Clerk IV	11.41
Housing Referral Assistant	15.20
Key Entry Operator I	10.57
Key Entry Operator II	12.35
Messenger (Courier)	9.23
Order Clerk I	10.79
Order Clerk II	12.76
Personnel Assistant (Employment) I	10.66
Personnel Assistant (Employment) II	11.96
Personnel Assistant (Employment) III	12.20
Personnel Assistant (Employment) IV	15.20
Production Control Clerk	12.87
Rental Clerk	10.40
Scheduler, Maintenance	11.96
Secretary I	11.96
Secretary II	12.20
Secretary III	15.20
Secretary IV	15.89
Secretary V	17.60
Service Order Dispatcher	11.04

Stenographer I	10.66
Stenographer II	11.96
Supply Technician	14.92
Survey Worker (Interviewer)	10.61
Switchboard Operator-Receptionist	9.56
Test Examiner	12.20
Test Proctor	12.20
Travel Clerk I	9.24
Travel Clerk II	9.71
Travel Clerk III	10.17
Word Processor I	10.19
Word Processor II	11.35
Word Processor III	12.69
Automatic Data Processing Occupations	
Computer Data Librarian	11.70
Computer Operator I	8.38
Computer Operator II	10.68
Computer Operator III	12.39
Computer Operator IV	13.78
Computer Operator V	15.26
Computer Programmer I (1)	13.46
Computer Programmer II (1)	16.70
Computer Programmer III (1)	20.87
Computer Programmer IV (1)	24.01
Computer Systems Analyst I (1)	19.29
Computer Systems Analyst II (1)	23.33
Computer Systems Analyst III (1)	27.97
Peripheral Equipment Operator	9.28
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	19.47
Automotive Glass Installer	17.84
Automotive Worker	17.84
Electrician, Automotive	19.19
Mobile Equipment Servicer	15.74
Motor Equipment Metal Mechanic	19.19
Motor Equipment Metal Worker	17.84
Motor Vehicle Mechanic	19.73
Motor Vehicle Mechanic Helper	15.74
Motor Vehicle Upholstery Worker	17.84
Motor Vehicle Wrecker	17.84
Painter, Automotive	18.61
Radiator Repair Specialist	17.84
Tire Repairer	13.42
Transmission Repair Specialist	19.19
Food Preparation and Service Occupations	
Baker	9.75
Cook I	8.99
Cook II	9.75
Dishwasher	7.02
Food Service Worker	7.02
Meat Cutter	9.75
Waiter/Waitress	7.15
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	16.42
Furniture Handler	13.89
Furniture Refinisher	16.42
Furniture Refinisher Helper	13.89

Furniture Repairer, Minor	15.07
Upholsterer	15.74
General Services and Support Occupations	
Cleaner, Vehicles	7.69
Elevator Operator	7.71
Gardener	9.65
House Keeping Aid I	7.15
House Keeping Aid II	7.71
Janitor	7.71
Laborer, Grounds Maintenance	8.22
Maid or Houseman	7.15
Pest Controller	9.03
Refuse Collector	7.71
Tractor Operator	9.23
Window Cleaner	8.22
Health Occupations	
Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.69
Licensed Practical Nurse I	10.02
Licensed Practical Nurse II	11.24
Licensed Practical Nurse III	12.57
Medical Assistant	11.24
Medical Laboratory Technician	11.24
Medical Record Clerk	11.24
Medical Record Technician	13.54
Nursing Assistant I	7.48
Nursing Assistant II	8.40
Nursing Assistant III	9.17
Nursing Assistant IV	10.29
Pharmacy Technician	12.19
Phlebotomist	11.24
Registered Nurse I	15.04
Registered Nurse II	18.40
Registered Nurse II, Specialist	18.40
Registered Nurse III	22.27
Registered Nurse III, Anesthetist	22.27
Registered Nurse IV	26.68
Information and Arts Occupations	
Audiovisual Librarian	13.82
Exhibits Specialist I	12.02
Exhibits Specialist II	14.87
Exhibits Specialist III	18.20
Illustrator I	12.02
Illustrator II	14.87
Illustrator III	18.20
Librarian	17.60
Library Technician	9.95
Photographer I	12.79
Photographer II	13.59
Photographer III	16.81
Photographer IV	20.58
Photographer V	24.88
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.98
Counter Attendant	7.98
Dry Cleaner	8.86
Finisher, Flatwork, Machine	7.98

Presser, Hand	7.98
Presser, Machine, Drycleaning	7.98
Presser, Machine, Shirts	7.98
Presser, Machine, Wearing Apparel, Laundry	7.98
Sewing Machine Operator	9.26
Tailor	9.67
Washer, Machine	8.74
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	15.83
Tool and Die Maker	18.84
Material Handling and Packing Occupations	
Forklift Operator	15.18
Fuel Distribution System Operator	15.74
Material Coordinator	12.51
Material Expediter	15.07
Material Handling Laborer	11.85
Order Filler	12.73
Production Line Worker (Food Processing)	10.80
Shipping Packer	10.80
Shipping/Receiving Clerk	10.80
Stock Clerk (Shelf Stocker; Store Worker II)	12.42
Store Worker I	10.31
Tools and Parts Attendant	12.73
Warehouse Specialist	10.80
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	16.93
Aircraft Mechanic Helper	13.89
Aircraft Quality Control Inspector	17.56
Aircraft Servicer	15.07
Aircraft Worker	15.74
Appliance Mechanic	15.74
Bicycle Repairer	13.42
Cable Splicer	19.47
Carpenter, Maintenance	18.88
Carpet Layer	15.74
Electrician, Maintenance	19.47
Electronics Technician, Maintenance I	10.61
Electronics Technician, Maintenance II	14.62
Electronics Technician, Maintenance III	16.08
Fabric Worker	13.89
Fire Alarm System Mechanic	16.93
Fire Extinguisher Repairer	15.07
Fuel Distribution System Mechanic	16.93
General Maintenance Worker	13.58
Heating, Refrigeration and Air Conditioning Mechanic	16.93
Heavy Equipment Mechanic	18.51
Heavy Equipment Operator	16.93
Instrument Mechanic	16.93
Laborer	7.71
Locksmith	16.42
Machinery Maintenance Mechanic	16.93
Machinist, Maintenance	16.93
Maintenance Trades Helper	13.89
Millwright	16.93
Office Appliance Repairer	15.07
Painter, Aircraft	15.07
Painter, Maintenance	16.42

Pipefitter, Maintenance	19.47
Plumber, Maintenance	18.92
Pneudraulic Systems Mechanic	16.93
Rigger	16.42
Scale Mechanic	15.74
Sheet-Metal Worker, Maintenance	16.93
Small Engine Mechanic	15.07
Telecommunication Mechanic I	17.72
Telecommunication Mechanic II	18.37
Telephone Lineman	17.72
Welder, Combination, Maintenance	16.93
Well Driller	16.93
Woodcraft Worker	16.42
Woodworker	15.74
Miscellaneous Occupations	
Animal Caretaker	7.71
Carnival Equipment Operator	8.03
Carnival Equipment Repairer	8.39
Carnival Worker	6.70
Cashier	8.11
Desk Clerk	9.95
Embalmer	16.57
Lifeguard	9.02
Mortician	16.57
Park Attendant (Aide)	11.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.86
Recreation Specialist	13.78
Recycling Worker	9.23
Sales Clerk	9.44
School Crossing Guard (Crosswalk Attendant)	6.70
Sport Official	8.86
Survey Party Chief (Chief of Party)	16.78
Surveying Aide	10.63
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.57
Swimming Pool Operator	10.47
Vending Machine Attendant	8.76
Vending Machine Repairer	10.47
Vending Machine Repairer Helper	9.23
Personal Needs Occupations	
Child Care Attendant	9.95
Child Care Center Clerk	12.40
Chore Aid	6.22
Homemaker	13.78
Plant and System Operation Occupations	
Boiler Tender	16.42
Sewage Plant Operator	18.88
Stationary Engineer	16.93
Ventilation Equipment Tender	13.89
Water Treatment Plant Operator	18.88
Protective Service Occupations	
Alarm Monitor	10.37
Corrections Officer	19.14
Court Security Officer	19.14
Detention Officer	19.14
Firefighter	18.02
Guard I	8.42
Guard II	11.60

Police Officer	22.75
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	12.35
Hatch Tender	12.35
Line Handler	12.35
Stevedore I	11.83
Stevedore II	12.87
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.00
Air Traffic Control Specialist, Station (2)	18.62
Air Traffic Control Specialist, Terminal (2)	20.50
Archeological Technician I	10.73
Archeological Technician II	12.01
Archeological Technician III	14.87
Cartographic Technician	15.44
Civil Engineering Technician	16.34
Computer Based Training (CBT) Specialist/ Instructor	18.25
Drafter I	10.09
Drafter II	11.31
Drafter III	12.02
Drafter IV	14.87
Engineering Technician I	12.66
Engineering Technician II	14.21
Engineering Technician III	15.90
Engineering Technician IV	19.69
Engineering Technician V	24.09
Engineering Technician VI	29.16
Environmental Technician	12.11
Flight Simulator/Instructor (Pilot)	24.44
Graphic Artist	17.57
Instructor	16.50
Laboratory Technician	12.58
Mathematical Technician	12.11
Paralegal/Legal Assistant I	12.54
Paralegal/Legal Assistant II	15.54
Paralegal/Legal Assistant III	17.77
Paralegal/Legal Assistant IV	23.52
Photooptics Technician	13.69
Technical Writer	18.23
Unexploded (UXO) Safety Escort	17.16
Unexploded (UXO) Sweep Personnel	17.16
Unexploded Ordnance (UXO) Technician I	17.16
Unexploded Ordnance (UXO) Technician II	20.76
Unexploded Ordnance (UXO) Technician III	24.02
Weather Observer, Combined Upper Air and Surface Programs (3)	11.93
Weather Observer, Senior (3)	15.85
Weather Observer, Upper Air (3)	11.93
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	12.62
Parking and Lot Attendant	8.75
Shuttle Bus Driver	12.17
Taxi Driver	10.73
Truckdriver, Heavy Truck	16.71
Truckdriver, Light Truck	12.35
Truckdriver, Medium Truck	13.65
Truckdriver, Tractor-Trailer	16.71

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
HEALTH & WELFARE: $2.02 an hour or $80.80 a week or $350.13 a month.
VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)
HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)
THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):
1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).
HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, dying, mixing, and pressing of sensitive explosives pyrotechnic compositions such as lead azide, black powder and photoflash power. All dry-house activities involving

propellants or explosives. Demilitarization, modification, renovation, demolition, and
maintenance operations on sensitive explosives and incendiary materials. All operations
involving regarding and cleaning of artillery ranges.
A 4 percent differential is applicable to employees employed in a position that represents
a low degree of hazard. Including working with or in close proximity to explosives and
incendiary materials which involves potential injury such as laceration of hands, face, or
arms of the employee engaged in the operation and, possibly adjacent employees, 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 explosive and incendiary
ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is
covered under high degree hazard.)
** UNIFORM ALLOWANCE **
If employees are required to wear uniforms in the performance of this contract (either by
the terms of the Government contract, by the employer, by the state or local law, etc.),
the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such
uniforms is an expense that may not be borne by an employee where such cost reduces the
hourly rate below that required by the wage determination. The Department of Labor will
accept payment in accordance with the following standards as compliance:
The contractor or subcontractor is required to furnish all employees with an adequate
number of uniforms without cost or to reimburse employees for the actual cost of the
uniforms. In addition, where uniform cleaning and maintenance is made the responsibility
of the employee, all contractors and subcontractors subject to this wage determination
shall (in the absence of a bona fide collective bargaining agreement providing for a
different amount, or the furnishing of contrary affirmative proof as to the actual cost),
reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or
$.67 cents per day). However, in those instances where the uniforms furnished are made of
"wash and wear" materials, may be routinely washed and dried with other personal garments,
and do not require any special treatment such as dry cleaning, daily washing, or commercial
laundering in order to meet the cleanliness or appearance standards set by the terms of the
Government contract, by the contractor, by law, or by the nature of the work, there is no

requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:
The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
Copies of specific job descriptions may also be obtained from the appropriate contracting officer.
REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}
Conformance Process:
The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.
The process for preparing a conformance request is as follows:
1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the

employees involved, or where there is no authorized representative, the employees
themselves. This report should be submitted to the contracting officer no later than 30
days after such unlisted class(es) of employees performs any contract work.
3) The contracting officer reviews the proposed action and promptly submits a report of the
action, together with the agency's recommendations and pertinent information including the
position of the contractor and the employees, to the Wage and Hour Division, Employment
Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of
Regulations 29 CFR Part 4).
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves
the action via transmittal to the agency contracting officer, or notifies the contracting
officer that additional time will be required to process the request.
5) The contracting officer transmits the Wage and Hour decision to the contractor.
6) The contractor informs the affected employees.
Information required by the Regulations must be submitted on SF 1444 or bond paper.
When preparing a conformance request, the "Service Contract Act Directory of Occupations"
(the Directory) should be used to compare job definitions to insure that duties requested
are not performed by a classification already listed in the wage determination. Remember,
it is not the job title, but the required tasks that determine whether a class is included
in an established wage determination. Conformances may not be used to artificially split,
combine, or subdivide classifications listed in the wage determination.
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WAGE DETERMINATION NO: 94-2531 REV (17) AREA: UT,STATEWIDE

WAGE DETERMINATION NO: 94-2531 REV (17) AREA: UT,STATEWIDE
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
| WASHINGTON D.C. 20210
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| Wage Determination No.: 1994-2531
William W.Gross Division of | Revision No.: 17
Director Wage Determinations| Date Of Last Revision: 05/31/2001

State: Utah
Area: Utah Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	7.60
Accounting Clerk II	8.64
Accounting Clerk III	10.64
Accounting Clerk IV	12.50
Court Reporter	11.00
Dispatcher, Motor Vehicle	11.00
Document Preparation Clerk	8.28
Duplicating Machine Operator	8.28
Film/Tape Librarian	9.78
General Clerk I	6.68
General Clerk II	7.81
General Clerk III	8.28
General Clerk IV	9.97
Housing Referral Assistant	12.56
Key Entry Operator I	7.97
Key Entry Operator II	9.47
Messenger (Courier)	6.68
Order Clerk I	8.87
Order Clerk II	10.24
Personnel Assistant (Employment) I	9.76
Personnel Assistant (Employment) II	10.76
Personnel Assistant (Employment) III	11.31
Personnel Assistant (Employment) IV	12.56
Production Control Clerk	12.56
Rental Clerk	9.78
Scheduler, Maintenance	9.78
Secretary I	9.78
Secretary II	11.00
Secretary III	12.56
Secretary IV	14.94
Secretary V	16.19
Service Order Dispatcher	9.78
Stenographer I	10.35
Stenographer II	11.63
Supply Technician	14.94

Survey Worker (Interviewer)	11.00
Switchboard Operator-Receptionist	7.90
Test Examiner	11.00
Test Proctor	11.00
Travel Clerk I	8.68
Travel Clerk II	9.22
Travel Clerk III	9.66
Word Processor I	8.43
Word Processor II	11.42
Word Processor III	12.65
Automatic Data Processing Occupations	
Computer Data Librarian	8.56
Computer Operator I	8.56
Computer Operator II	10.82
Computer Operator III	14.06
Computer Operator IV	15.32
Computer Operator V	16.97
Computer Programmer I (1)	13.77
Computer Programmer II (1)	15.92
Computer Programmer III (1)	19.56
Computer Programmer IV (1)	23.68
Computer Systems Analyst I (1)	19.33
Computer Systems Analyst II (1)	22.93
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	8.56
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	15.86
Automotive Glass Installer	14.43
Automotive Worker	14.43
Electrician, Automotive	15.23
Mobile Equipment Servicer	12.84
Motor Equipment Metal Mechanic	15.86
Motor Equipment Metal Worker	14.43
Motor Vehicle Mechanic	15.02
Motor Vehicle Mechanic Helper	11.89
Motor Vehicle Upholstery Worker	13.64
Motor Vehicle Wrecker	14.43
Painter, Automotive	15.23
Radiator Repair Specialist	14.43
Tire Repairer	12.41
Transmission Repair Specialist	15.86
Food Preparation and Service Occupations	
Baker	10.08
Cook I	8.91
Cook II	10.08
Dishwasher	6.58
Food Service Worker	6.58
Meat Cutter	10.08
Waiter/Waitress	7.16
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	15.76
Furniture Handler	10.31
Furniture Refinisher	15.76
Furniture Refinisher Helper	11.89
Furniture Repairer, Minor	13.64
Upholsterer	15.76
General Services and Support Occupations	

Cleaner, Vehicles	6.58
Elevator Operator	6.58
Gardener	8.91
House Keeping Aid I	5.99
House Keeping Aid II	6.58
Janitor	7.56
Laborer, Grounds Maintenance	7.16
Maid or Houseman	5.99
Pest Controller	9.50
Refuse Collector	6.58
Tractor Operator	8.33
Window Cleaner	7.16
Health Occupations	
Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	9.06
Licensed Practical Nurse II	10.18
Licensed Practical Nurse III	11.39
Medical Assistant	9.77
Medical Laboratory Technician	9.77
Medical Record Clerk	9.77
Medical Record Technician	13.54
Nursing Assistant I	7.10
Nursing Assistant II	7.98
Nursing Assistant III	8.71
Nursing Assistant IV	9.77
Pharmacy Technician	12.19
Phlebotomist	9.77
Registered Nurse I	13.64
Registered Nurse II	16.86
Registered Nurse II, Specialist	16.86
Registered Nurse III	22.46
Registered Nurse III, Anesthetist	22.46
Registered Nurse IV	25.08
Information and Arts Occupations	
Audiovisual Librarian	15.32
Exhibits Specialist I	14.54
Exhibits Specialist II	17.70
Exhibits Specialist III	21.59
Illustrator I	14.54
Illustrator II	17.70
Illustrator III	21.59
Librarian	16.19
Library Technician	10.72
Photographer I	12.45
Photographer II	14.54
Photographer III	17.70
Photographer IV	21.59
Photographer V	26.20
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.50
Counter Attendant	6.50
Dry Cleaner	8.67
Finisher, Flatwork, Machine	6.50
Presser, Hand	6.50
Presser, Machine, Drycleaning	6.50
Presser, Machine, Shirts	6.50

Presser, Machine, Wearing Apparel, Laundry	6.50
Sewing Machine Operator	8.82
Tailor	9.31
Washer, Machine	6.94
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	15.33
Tool and Die Maker	17.32
Material Handling and Packing Occupations	
Forklift Operator	11.32
Fuel Distribution System Operator	12.84
Material Coordinator	14.01
Material Expediter	14.01
Material Handling Laborer	10.15
Order Filler	10.28
Production Line Worker (Food Processing)	11.32
Shipping Packer	10.58
Shipping/Receiving Clerk	10.58
Stock Clerk (Shelf Stocker; Store Worker II)	11.32
Store Worker I	8.95
Tools and Parts Attendant	11.32
Warehouse Specialist	11.32
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	15.86
Aircraft Mechanic Helper	11.89
Aircraft Quality Control Inspector	16.49
Aircraft Servicer	13.64
Aircraft Worker	14.43
Appliance Mechanic	15.23
Bicycle Repairer	12.41
Cable Splicer	15.86
Carpenter, Maintenance	15.23
Carpet Layer	14.43
Electrician, Maintenance	15.86
Electronics Technician, Maintenance I	11.68
Electronics Technician, Maintenance II	18.34
Electronics Technician, Maintenance III	19.87
Fabric Worker	13.64
Fire Alarm System Mechanic	15.86
Fire Extinguisher Repairer	12.84
Fuel Distribution System Mechanic	15.86
General Maintenance Worker	13.99
Heating, Refrigeration and Air Conditioning Mechanic	15.86
Heavy Equipment Mechanic	15.86
Heavy Equipment Operator	15.86
Instrument Mechanic	15.86
Laborer	6.58
Locksmith	15.23
Machinery Maintenance Mechanic	15.95
Machinist, Maintenance	15.86
Maintenance Trades Helper	11.89
Millwright	15.86
Office Appliance Repairer	15.23
Painter, Aircraft	15.23
Painter, Maintenance	15.23
Pipefitter, Maintenance	15.86
Plumber, Maintenance	15.23
Pneudraulic Systems Mechanic	15.86

Rigger	15.86
Scale Mechanic	14.43
Sheet-Metal Worker, Maintenance	15.86
Small Engine Mechanic	14.43
Telecommunication Mechanic I	15.86
Telecommunication Mechanic II	16.49
Telephone Lineman	15.86
Welder, Combination, Maintenance	15.86
Well Driller	15.86
Woodcraft Worker	15.86
Woodworker	12.84
Miscellaneous Occupations	
Animal Caretaker	7.74
Carnival Equipment Operator	8.35
Carnival Equipment Repairer	8.94
Carnival Worker	6.58
Cashier	7.27
Desk Clerk	8.85
Embalmer	15.82
Lifeguard	7.90
Mortician	15.82
Park Attendant (Aide)	9.85
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.90
Recreation Specialist	12.24
Recycling Worker	8.33
Sales Clerk	7.90
School Crossing Guard (Crosswalk Attendant)	6.58
Sport Official	7.90
Survey Party Chief (Chief of Party)	13.48
Surveying Aide	8.57
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	10.95
Swimming Pool Operator	10.08
Vending Machine Attendant	8.33
Vending Machine Repairer	10.08
Vending Machine Repairer Helper	8.33
Personal Needs Occupations	
Child Care Attendant	8.85
Child Care Center Clerk	11.05
Chore Aid	5.99
Homemaker	12.24
Plant and System Operation Occupations	
Boiler Tender	15.86
Sewage Plant Operator	15.23
Stationary Engineer	15.86
Ventilation Equipment Tender	11.89
Water Treatment Plant Operator	15.23
Protective Service Occupations	
Alarm Monitor	9.82
Corrections Officer	18.00
Court Security Officer	19.14
Detention Officer	18.00
Firefighter	18.02
Guard I	6.13
Guard II	9.82
Police Officer	21.39
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	13.71

Hatch Tender	13.71
Line Handler	13.71
Stevedore I	12.92
Stevedore II	14.45
Technical Occupations	
Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
Air Traffic Control Specialist, Terminal (2)	19.79
Archeological Technician I	12.77
Archeological Technician II	14.28
Archeological Technician III	17.70
Cartographic Technician	17.70
Civil Engineering Technician	17.70
Computer Based Training (CBT) Specialist/ Instructor	19.33
Drafter I	9.32
Drafter II	12.45
Drafter III	14.54
Drafter IV	17.70
Engineering Technician I	9.82
Engineering Technician II	11.99
Engineering Technician III	14.47
Engineering Technician IV	18.42
Engineering Technician V	20.27
Engineering Technician VI	23.23
Environmental Technician	16.89
Flight Simulator/Instructor (Pilot)	22.93
Graphic Artist	19.33
Instructor	17.05
Laboratory Technician	14.06
Mathematical Technician	18.42
Paralegal/Legal Assistant I	12.25
Paralegal/Legal Assistant II	14.58
Paralegal/Legal Assistant III	16.19
Paralegal/Legal Assistant IV	22.14
Photooptics Technician	18.42
Technical Writer	22.80
Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	16.57
Unexploded Ordnance (UXO) Technician II	20.05
Unexploded Ordnance (UXO) Technician III	24.02
Weather Observer, Combined Upper Air and Surface Programs (3)	14.06
Weather Observer, Senior (3)	15.62
Weather Observer, Upper Air (3)	14.06
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.50
Parking and Lot Attendant	7.64
Shuttle Bus Driver	7.64
Taxi Driver	6.80
Truckdriver, Heavy Truck	15.99
Truckdriver, Light Truck	7.64
Truckdriver, Medium Truck	13.50
Truckdriver, Tractor-Trailer	15.99

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maintenance operations on sensitive explosives and incendiary materials. All operations
involving regarding and cleaning of artillery ranges.
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a low degree of hazard. Including working with or in close proximity to explosives and
incendiary materials which involves potential injury such as laceration of hands, face, or
arms of the employee engaged in the operation and, possibly adjacent employees, irritation
of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or
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ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is
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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
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requirement that employees be reimbursed for uniform maintenance costs.
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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.
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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.
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action, together with the agency's recommendations and pertinent information including the
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Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of
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WAGE DETERMINATION NO: 94-2331 REV (16) AREA: NV,LAS VEGAS

WAGE DETERMINATION NO: 94-2331 REV (16) AREA: NV,LAS VEGAS
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
| WASHINGTON D.C. 20210
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| Wage Determination No.: 1994-2331
William W.Gross Division of | Revision No.: 16
Director Wage Determinations| Date Of Last Revision: 09/15/2000

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.44
Accounting Clerk II	9.48
Accounting Clerk III	11.30
Accounting Clerk IV	13.03
Court Reporter	12.62
Dispatcher, Motor Vehicle	11.11
Document Preparation Clerk	10.92
Duplicating Machine Operator	10.92
Film/Tape Librarian	10.66
General Clerk I	7.62
General Clerk II	9.01
General Clerk III	11.31
General Clerk IV	11.63
Housing Referral Assistant	15.24
Key Entry Operator I	8.93
Key Entry Operator II	12.42
Messenger (Courier)	7.35
Order Clerk I	8.81
Order Clerk II	9.72
Personnel Assistant (Employment) I	10.27
Personnel Assistant (Employment) II	11.54
Personnel Assistant (Employment) III	12.02
Personnel Assistant (Employment) IV	14.53
Production Control Clerk	13.43
Rental Clerk	12.09
Scheduler, Maintenance	12.09
Secretary I	12.09
Secretary II	12.60
Secretary III	15.24
Secretary IV	18.24
Secretary V	22.08
Service Order Dispatcher	10.66
Stenographer I	10.78
Stenographer II	12.11

Supply Technician	16.56
Survey Worker (Interviewer)	11.11
Switchboard Operator-Receptionist	11.18
Test Examiner	10.52
Test Proctor	12.60
Travel Clerk I	9.48
Travel Clerk II	10.06
Travel Clerk III	10.80
Word Processor I	9.88
Word Processor II	11.83
Word Processor III	13.23
Automatic Data Processing Occupations	
Computer Data Librarian	12.51
Computer Operator I	12.51
Computer Operator II	14.25
Computer Operator III	14.98
Computer Operator IV	16.59
Computer Operator V	18.37
Computer Programmer I (1)	14.98
Computer Programmer II (1)	18.63
Computer Programmer III (1)	21.90
Computer Programmer IV (1)	26.49
Computer Systems Analyst I (1)	21.53
Computer Systems Analyst II (1)	23.63
Computer Systems Analyst III (1)	25.46
Peripheral Equipment Operator	12.51
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	19.22
Automotive Glass Installer	17.87
Automotive Worker	17.87
Electrician, Automotive	18.45
Mobile Equipment Servicer	16.33
Motor Equipment Metal Mechanic	19.22
Motor Equipment Metal Worker	17.87
Motor Vehicle Mechanic	18.74
Motor Vehicle Mechanic Helper	15.57
Motor Vehicle Upholstery Worker	17.11
Motor Vehicle Wrecker	17.87
Painter, Automotive	18.45
Radiator Repair Specialist	17.87
Tire Repairer	15.78
Transmission Repair Specialist	19.22
Food Preparation and Service Occupations	
Baker	13.61
Cook I	12.49
Cook II	13.61
Dishwasher	10.24
Food Service Worker	10.24
Meat Cutter	13.61
Waiter/Waitress	10.74
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.45
Furniture Handler	14.79
Furniture Refinisher	14.31
Furniture Refinisher Helper	15.57
Furniture Repairer, Minor	17.11
Upholsterer	13.46

General Services and Support Occupations	
Cleaner, Vehicles	10.24
Elevator Operator	10.24
Gardener	12.49
House Keeping Aid I	9.73
House Keeping Aid II	10.24
Janitor	10.24
Laborer, Grounds Maintenance	10.74
Maid or Houseman	9.73
Pest Controller	13.00
Refuse Collector	11.27
Tractor Operator	11.87
Window Cleaner	10.74
Health Occupations	
Dental Assistant	11.60
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.05
Licensed Practical Nurse I	9.23
Licensed Practical Nurse II	10.37
Licensed Practical Nurse III	11.60
Medical Assistant	10.08
Medical Laboratory Technician	10.37
Medical Record Clerk	9.86
Medical Record Technician	13.54
Nursing Assistant I	7.10
Nursing Assistant II	7.98
Nursing Assistant III	8.71
Nursing Assistant IV	9.77
Pharmacy Technician	11.24
Phlebotomist	10.37
Registered Nurse I	14.36
Registered Nurse II	17.57
Registered Nurse II, Specialist	17.57
Registered Nurse III	21.26
Registered Nurse III, Anesthetist	21.26
Registered Nurse IV	25.48
Information and Arts Occupations	
Audiovisual Librarian	15.98
Exhibits Specialist I	14.69
Exhibits Specialist II	17.93
Exhibits Specialist III	18.81
Illustrator I	14.69
Illustrator II	17.93
Illustrator III	18.81
Librarian	19.47
Library Technician	11.11
Photographer I	12.99
Photographer II	14.69
Photographer III	17.93
Photographer IV	21.87
Photographer V	26.53
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	8.54
Counter Attendant	8.54
Dry Cleaner	11.11
Finisher, Flatwork, Machine	8.54
Presser, Hand	8.54
Presser, Machine, Drycleaning	8.54

Presser, Machine, Shirts	8.54
Presser, Machine, Wearing Apparel, Laundry	8.54
Sewing Machine Operator	11.96
Tailor	12.82
Washer, Machine	9.40
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.45
Tool and Die Maker	21.33
Material Handling and Packing Occupations	
Forklift Operator	13.43
Fuel Distribution System Operator	16.33
Material Coordinator	14.79
Material Expediter	13.11
Material Handling Laborer	11.29
Order Filler	13.11
Production Line Worker (Food Processing)	13.14
Shipping Packer	13.32
Shipping/Receiving Clerk	13.32
Stock Clerk (Shelf Stocker; Store Worker II)	14.60
Store Worker I	12.16
Tools and Parts Attendant	15.14
Warehouse Specialist	15.14
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.22
Aircraft Mechanic Helper	15.57
Aircraft Quality Control Inspector	19.99
Aircraft Servicer	17.11
Aircraft Worker	17.87
Appliance Mechanic	18.45
Bicycle Repairer	15.78
Cable Splicer	19.22
Carpenter, Maintenance	18.45
Carpet Layer	18.11
Electrician, Maintenance	21.90
Electronics Technician, Maintenance I	12.42
Electronics Technician, Maintenance II	18.34
Electronics Technician, Maintenance III	20.20
Fabric Worker	17.11
Fire Alarm System Mechanic	19.22
Fire Extinguisher Repairer	16.33
Fuel Distribution System Mechanic	19.22
General Maintenance Worker	17.87
Heating, Refrigeration and Air Conditioning Mechanic	19.22
Heavy Equipment Mechanic	19.22
Heavy Equipment Operator	21.36
Instrument Mechanic	19.22
Laborer	10.24
Locksmith	18.45
Machinery Maintenance Mechanic	19.04
Machinist, Maintenance	19.22
Maintenance Trades Helper	15.57
Millwright	19.22
Office Appliance Repairer	18.45
Painter, Aircraft	18.45
Painter, Maintenance	18.45
Pipefitter, Maintenance	19.22
Plumber, Maintenance	18.45

Pneudraulic Systems Mechanic	19.22
Rigger	19.22
Scale Mechanic	17.87
Sheet-Metal Worker, Maintenance	19.22
Small Engine Mechanic	17.87
Telecommunication Mechanic I	19.22
Telecommunication Mechanic II	22.74
Telephone Lineman	19.22
Welder, Combination, Maintenance	19.22
Well Driller	19.22
Woodcraft Worker	19.22
Woodworker	16.81
Miscellaneous Occupations	
Animal Caretaker	11.36
Carnival Equipment Operator	11.87
Carnival Equipment Repairer	12.49
Carnival Worker	10.24
Cashier	10.29
Desk Clerk	12.74
Embalmer	16.57
Lifeguard	11.17
Mortician	16.57
Park Attendant (Aide)	14.09
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.17
Recreation Specialist	13.62
Recycling Worker	13.06
Sales Clerk	11.17
School Crossing Guard (Crosswalk Attendant)	10.24
Sport Official	11.17
Survey Party Chief (Chief of Party)	24.06
Surveying Aide	11.90
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.32
Swimming Pool Operator	13.61
Vending Machine Attendant	10.33
Vending Machine Repairer	14.98
Vending Machine Repairer Helper	13.06
Personal Needs Occupations	
Child Care Attendant	12.74
Child Care Center Clerk	17.75
Chore Aid	9.73
Homemaker	19.78
Plant and System Operation Occupations	
Boiler Tender	19.22
Sewage Plant Operator	19.16
Stationary Engineer	19.22
Ventilation Equipment Tender	15.55
Water Treatment Plant Operator	19.16
Protective Service Occupations	
Alarm Monitor	15.20
Corrections Officer	19.14
Court Security Officer	19.14
Detention Officer	19.14
Firefighter	18.02
Guard I	8.74
Guard II	14.71
Police Officer	22.48
Stevedoring/Longshoremen Occupations	

Blocker and Bracer	15.00
Hatch Tender	15.00
Line Handler	15.00
Stevedore I	14.37
Stevedore II	15.58
Technical Occupations	
Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
Air Traffic Control Specialist, Terminal (2)	19.79
Archeological Technician I	12.94
Archeological Technician II	14.47
Archeological Technician III	17.93
Cartographic Technician	20.62
Civil Engineering Technician	19.77
Computer Based Training (CBT) Specialist/ Instructor	21.53
Drafter I	12.94
Drafter II	14.94
Drafter III	16.90
Drafter IV	20.62
Engineering Technician I	12.67
Engineering Technician II	14.61
Engineering Technician III	20.20
Engineering Technician IV	20.73
Engineering Technician V	24.60
Engineering Technician VI	29.84
Environmental Technician	18.37
Flight Simulator/Instructor (Pilot)	23.63
Graphic Artist	21.53
Instructor	13.62
Laboratory Technician	15.08
Mathematical Technician	16.39
Paralegal/Legal Assistant I	13.13
Paralegal/Legal Assistant II	14.06
Paralegal/Legal Assistant III	17.52
Paralegal/Legal Assistant IV	21.20
Photooptics Technician	18.58
Technical Writer	13.62
Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	16.57
Unexploded Ordnance (UXO) Technician II	20.05
Unexploded Ordnance (UXO) Technician III	24.02
Weather Observer, Combined Upper Air and Surface Programs (3)	14.98
Weather Observer, Senior (3)	16.62
Weather Observer, Upper Air (3)	14.98
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	15.32
Parking and Lot Attendant	11.11
Shuttle Bus Driver	14.26
Taxi Driver	12.92
Truckdriver, Heavy Truck	17.20
Truckdriver, Light Truck	13.55
Truckdriver, Medium Truck	15.32
Truckdriver, Tractor-Trailer	17.20

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
HEALTH & WELFARE: $1.92 an hour or $76.80 a week or $332.80 a month.

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, dying, mixing, and pressing of sensitive explosives pyrotechnic compositions such as lead azide, black powder and photoflash power. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and

maintenance operations on sensitive explosives and incendiary materials. All operations
involving regarding and cleaning of artillery ranges.
A 4 percent differential is applicable to employees employed in a position that represents
a low degree of hazard. Including working with or in close proximity to explosives and
incendiary materials which involves potential injury such as laceration of hands, face, or
arms of the employee engaged in the operation and, possibly adjacent employees, 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 explosive and incendiary
ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is
covered under high degree hazard.)
** UNIFORM ALLOWANCE **
If employees are required to wear uniforms in the performance of this contract (either by
the terms of the Government contract, by the employer, by the state or local law, etc.),
the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such
uniforms is an expense that may not be borne by an employee where such cost reduces the
hourly rate below that required by the wage determination. The Department of Labor will
accept payment in accordance with the following standards as compliance:
The contractor or subcontractor is required to furnish all employees with an adequate
number of uniforms without cost or to reimburse employees for the actual cost of the
uniforms. In addition, where uniform cleaning and maintenance is made the responsibility
of the employee, all contractors and subcontractors subject to this wage determination
shall (in the absence of a bona fide collective bargaining agreement providing for a
different amount, or the furnishing of contrary affirmative proof as to the actual cost),
reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or
$.67 cents per day). However, in those instances where the uniforms furnished are made of
"wash and wear" materials, may be routinely washed and dried with other personal garments,
and do not require any special treatment such as dry cleaning, daily washing, or commercial
laundering in order to meet the cleanliness or appearance standards set by the terms of the
Government contract, by the contractor, by law, or by the nature of the work, there is no
requirement that employees be reimbursed for uniform maintenance costs.
** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:
The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
Copies of specific job descriptions may also be obtained from the appropriate contracting officer.
REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}
Conformance Process:
The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.
The process for preparing a conformance request is as follows:
1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees

themselves. This report should be submitted to the contracting officer no later than 30
days after such unlisted class(es) of employees performs any contract work.
3) The contracting officer reviews the proposed action and promptly submits a report of the
action, together with the agency's recommendations and pertinent information including the
position of the contractor and the employees, to the Wage and Hour Division, Employment
Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of
Regulations 29 CFR Part 4).
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves
the action via transmittal to the agency contracting officer, or notifies the contracting
officer that additional time will be required to process the request.
5) The contracting officer transmits the Wage and Hour decision to the contractor.
6) The contractor informs the affected employees.
Information required by the Regulations must be submitted on SF 1444 or bond paper.
When preparing a conformance request, the "Service Contract Act Directory of Occupations"
(the Directory) should be used to compare job definitions to insure that duties requested
are not performed by a classification already listed in the wage determination. Remember,
it is not the job title, but the required tasks that determine whether a class is included
in an established wage determination. Conformances may not be used to artificially split,
combine, or subdivide classifications listed in the wage determination.
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WAGE DETERMINATION NO: 94-2531 REV (17) AREA: UT,STATEWIDE

WAGE DETERMINATION NO: 94-2531 REV (17) AREA: UT,STATEWIDE
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
| WASHINGTON D.C. 20210
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| Wage Determination No.: 1994-2531
William W.Gross Division of | Revision No.: 17
Director Wage Determinations| Date Of Last Revision: 05/31/2001

State: Utah
Area: Utah Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	7.60
Accounting Clerk II	8.64
Accounting Clerk III	10.64
Accounting Clerk IV	12.50
Court Reporter	11.00
Dispatcher, Motor Vehicle	11.00
Document Preparation Clerk	8.28
Duplicating Machine Operator	8.28
Film/Tape Librarian	9.78
General Clerk I	6.68
General Clerk II	7.81
General Clerk III	8.28
General Clerk IV	9.97
Housing Referral Assistant	12.56
Key Entry Operator I	7.97
Key Entry Operator II	9.47
Messenger (Courier)	6.68
Order Clerk I	8.87
Order Clerk II	10.24
Personnel Assistant (Employment) I	9.76
Personnel Assistant (Employment) II	10.76
Personnel Assistant (Employment) III	11.31
Personnel Assistant (Employment) IV	12.56
Production Control Clerk	12.56
Rental Clerk	9.78
Scheduler, Maintenance	9.78
Secretary I	9.78
Secretary II	11.00
Secretary III	12.56
Secretary IV	14.94
Secretary V	16.19
Service Order Dispatcher	9.78
Stenographer I	10.35
Stenographer II	11.63
Supply Technician	14.94

Survey Worker (Interviewer)	11.00
Switchboard Operator-Receptionist	7.90
Test Examiner	11.00
Test Proctor	11.00
Travel Clerk I	8.68
Travel Clerk II	9.22
Travel Clerk III	9.66
Word Processor I	8.43
Word Processor II	11.42
Word Processor III	12.65
Automatic Data Processing Occupations	
Computer Data Librarian	8.56
Computer Operator I	8.56
Computer Operator II	10.82
Computer Operator III	14.06
Computer Operator IV	15.32
Computer Operator V	16.97
Computer Programmer I (1)	13.77
Computer Programmer II (1)	15.92
Computer Programmer III (1)	19.56
Computer Programmer IV (1)	23.68
Computer Systems Analyst I (1)	19.33
Computer Systems Analyst II (1)	22.93
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	8.56
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	15.86
Automotive Glass Installer	14.43
Automotive Worker	14.43
Electrician, Automotive	15.23
Mobile Equipment Servicer	12.84
Motor Equipment Metal Mechanic	15.86
Motor Equipment Metal Worker	14.43
Motor Vehicle Mechanic	15.02
Motor Vehicle Mechanic Helper	11.89
Motor Vehicle Upholstery Worker	13.64
Motor Vehicle Wrecker	14.43
Painter, Automotive	15.23
Radiator Repair Specialist	14.43
Tire Repairer	12.41
Transmission Repair Specialist	15.86
Food Preparation and Service Occupations	
Baker	10.08
Cook I	8.91
Cook II	10.08
Dishwasher	6.58
Food Service Worker	6.58
Meat Cutter	10.08
Waiter/Waitress	7.16
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	15.76
Furniture Handler	10.31
Furniture Refinisher	15.76
Furniture Refinisher Helper	11.89
Furniture Repairer, Minor	13.64
Upholsterer	15.76
General Services and Support Occupations	

Cleaner, Vehicles	6.58
Elevator Operator	6.58
Gardener	8.91
House Keeping Aid I	5.99
House Keeping Aid II	6.58
Janitor	7.56
Laborer, Grounds Maintenance	7.16
Maid or Houseman	5.99
Pest Controller	9.50
Refuse Collector	6.58
Tractor Operator	8.33
Window Cleaner	7.16
Health Occupations	
Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	9.06
Licensed Practical Nurse II	10.18
Licensed Practical Nurse III	11.39
Medical Assistant	9.77
Medical Laboratory Technician	9.77
Medical Record Clerk	9.77
Medical Record Technician	13.54
Nursing Assistant I	7.10
Nursing Assistant II	7.98
Nursing Assistant III	8.71
Nursing Assistant IV	9.77
Pharmacy Technician	12.19
Phlebotomist	9.77
Registered Nurse I	13.64
Registered Nurse II	16.86
Registered Nurse II, Specialist	16.86
Registered Nurse III	22.46
Registered Nurse III, Anesthetist	22.46
Registered Nurse IV	25.08
Information and Arts Occupations	
Audiovisual Librarian	15.32
Exhibits Specialist I	14.54
Exhibits Specialist II	17.70
Exhibits Specialist III	21.59
Illustrator I	14.54
Illustrator II	17.70
Illustrator III	21.59
Librarian	16.19
Library Technician	10.72
Photographer I	12.45
Photographer II	14.54
Photographer III	17.70
Photographer IV	21.59
Photographer V	26.20
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.50
Counter Attendant	6.50
Dry Cleaner	8.67
Finisher, Flatwork, Machine	6.50
Presser, Hand	6.50
Presser, Machine, Drycleaning	6.50
Presser, Machine, Shirts	6.50

Presser, Machine, Wearing Apparel, Laundry	6.50
Sewing Machine Operator	8.82
Tailor	9.31
Washer, Machine	6.94
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	15.33
Tool and Die Maker	17.32
Material Handling and Packing Occupations	
Forklift Operator	11.32
Fuel Distribution System Operator	12.84
Material Coordinator	14.01
Material Expediter	14.01
Material Handling Laborer	10.15
Order Filler	10.28
Production Line Worker (Food Processing)	11.32
Shipping Packer	10.58
Shipping/Receiving Clerk	10.58
Stock Clerk (Shelf Stocker; Store Worker II)	11.32
Store Worker I	8.95
Tools and Parts Attendant	11.32
Warehouse Specialist	11.32
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	15.86
Aircraft Mechanic Helper	11.89
Aircraft Quality Control Inspector	16.49
Aircraft Servicer	13.64
Aircraft Worker	14.43
Appliance Mechanic	15.23
Bicycle Repairer	12.41
Cable Splicer	15.86
Carpenter, Maintenance	15.23
Carpet Layer	14.43
Electrician, Maintenance	15.86
Electronics Technician, Maintenance I	11.68
Electronics Technician, Maintenance II	18.34
Electronics Technician, Maintenance III	19.87
Fabric Worker	13.64
Fire Alarm System Mechanic	15.86
Fire Extinguisher Repairer	12.84
Fuel Distribution System Mechanic	15.86
General Maintenance Worker	13.99
Heating, Refrigeration and Air Conditioning Mechanic	15.86
Heavy Equipment Mechanic	15.86
Heavy Equipment Operator	15.86
Instrument Mechanic	15.86
Laborer	6.58
Locksmith	15.23
Machinery Maintenance Mechanic	15.95
Machinist, Maintenance	15.86
Maintenance Trades Helper	11.89
Millwright	15.86
Office Appliance Repairer	15.23
Painter, Aircraft	15.23
Painter, Maintenance	15.23
Pipefitter, Maintenance	15.86
Plumber, Maintenance	15.23
Pneudraulic Systems Mechanic	15.86

Rigger	15.86
Scale Mechanic	14.43
Sheet-Metal Worker, Maintenance	15.86
Small Engine Mechanic	14.43
Telecommunication Mechanic I	15.86
Telecommunication Mechanic II	16.49
Telephone Lineman	15.86
Welder, Combination, Maintenance	15.86
Well Driller	15.86
Woodcraft Worker	15.86
Woodworker	12.84
Miscellaneous Occupations	
Animal Caretaker	7.74
Carnival Equipment Operator	8.35
Carnival Equipment Repairer	8.94
Carnival Worker	6.58
Cashier	7.27
Desk Clerk	8.85
Embalmer	15.82
Lifeguard	7.90
Mortician	15.82
Park Attendant (Aide)	9.85
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.90
Recreation Specialist	12.24
Recycling Worker	8.33
Sales Clerk	7.90
School Crossing Guard (Crosswalk Attendant)	6.58
Sport Official	7.90
Survey Party Chief (Chief of Party)	13.48
Surveying Aide	8.57
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	10.95
Swimming Pool Operator	10.08
Vending Machine Attendant	8.33
Vending Machine Repairer	10.08
Vending Machine Repairer Helper	8.33
Personal Needs Occupations	
Child Care Attendant	8.85
Child Care Center Clerk	11.05
Chore Aid	5.99
Homemaker	12.24
Plant and System Operation Occupations	
Boiler Tender	15.86
Sewage Plant Operator	15.23
Stationary Engineer	15.86
Ventilation Equipment Tender	11.89
Water Treatment Plant Operator	15.23
Protective Service Occupations	
Alarm Monitor	9.82
Corrections Officer	18.00
Court Security Officer	19.14
Detention Officer	18.00
Firefighter	18.02
Guard I	6.13
Guard II	9.82
Police Officer	21.39
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	13.71

Hatch Tender	13.71
Line Handler	13.71
Stevedore I	12.92
Stevedore II	14.45
Technical Occupations	
Air Traffic Control Specialist, Center (2)	26.07
Air Traffic Control Specialist, Station (2)	17.98
Air Traffic Control Specialist, Terminal (2)	19.79
Archeological Technician I	12.77
Archeological Technician II	14.28
Archeological Technician III	17.70
Cartographic Technician	17.70
Civil Engineering Technician	17.70
Computer Based Training (CBT) Specialist/ Instructor	19.33
Drafter I	9.32
Drafter II	12.45
Drafter III	14.54
Drafter IV	17.70
Engineering Technician I	9.82
Engineering Technician II	11.99
Engineering Technician III	14.47
Engineering Technician IV	18.42
Engineering Technician V	20.27
Engineering Technician VI	23.23
Environmental Technician	16.89
Flight Simulator/Instructor (Pilot)	22.93
Graphic Artist	19.33
Instructor	17.05
Laboratory Technician	14.06
Mathematical Technician	18.42
Paralegal/Legal Assistant I	12.25
Paralegal/Legal Assistant II	14.58
Paralegal/Legal Assistant III	16.19
Paralegal/Legal Assistant IV	22.14
Photooptics Technician	18.42
Technical Writer	22.80
Unexploded (UXO) Safety Escort	16.57
Unexploded (UXO) Sweep Personnel	16.57
Unexploded Ordnance (UXO) Technician I	16.57
Unexploded Ordnance (UXO) Technician II	20.05
Unexploded Ordnance (UXO) Technician III	24.02
Weather Observer, Combined Upper Air and Surface Programs (3)	14.06
Weather Observer, Senior (3)	15.62
Weather Observer, Upper Air (3)	14.06
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.50
Parking and Lot Attendant	7.64
Shuttle Bus Driver	7.64
Taxi Driver	6.80
Truckdriver, Heavy Truck	15.99
Truckdriver, Light Truck	7.64
Truckdriver, Medium Truck	13.50
Truckdriver, Tractor-Trailer	15.99

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
HEALTH & WELFARE: $2.02 an hour or $80.80 a week or $350.13 a month.

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, dying, mixing, and pressing of sensitive explosives pyrotechnic compositions such as lead azide, black powder and photoflash power. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and

maintenance operations on sensitive explosives and incendiary materials. All operations
involving regarding and cleaning of artillery ranges.
A 4 percent differential is applicable to employees employed in a position that represents
a low degree of hazard. Including working with or in close proximity to explosives and
incendiary materials which involves potential injury such as laceration of hands, face, or
arms of the employee engaged in the operation and, possibly adjacent employees, 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 explosive and incendiary
ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is
covered under high degree hazard.)
** UNIFORM ALLOWANCE **
If employees are required to wear uniforms in the performance of this contract (either by
the terms of the Government contract, by the employer, by the state or local law, etc.),
the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such
uniforms is an expense that may not be borne by an employee where such cost reduces the
hourly rate below that required by the wage determination. The Department of Labor will
accept payment in accordance with the following standards as compliance:
The contractor or subcontractor is required to furnish all employees with an adequate
number of uniforms without cost or to reimburse employees for the actual cost of the
uniforms. In addition, where uniform cleaning and maintenance is made the responsibility
of the employee, all contractors and subcontractors subject to this wage determination
shall (in the absence of a bona fide collective bargaining agreement providing for a
different amount, or the furnishing of contrary affirmative proof as to the actual cost),
reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or
$.67 cents per day). However, in those instances where the uniforms furnished are made of
"wash and wear" materials, may be routinely washed and dried with other personal garments,
and do not require any special treatment such as dry cleaning, daily washing, or commercial
laundering in order to meet the cleanliness or appearance standards set by the terms of the
Government contract, by the contractor, by law, or by the nature of the work, there is no
requirement that employees be reimbursed for uniform maintenance costs.
** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:
The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
Copies of specific job descriptions may also be obtained from the appropriate contracting officer.
REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}
Conformance Process:
The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.
The process for preparing a conformance request is as follows:
1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees

themselves. This report should be submitted to the contracting officer no later than 30
days after such unlisted class(es) of employees performs any contract work.
3) The contracting officer reviews the proposed action and promptly submits a report of the
action, together with the agency's recommendations and pertinent information including the
position of the contractor and the employees, to the Wage and Hour Division, Employment
Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of
Regulations 29 CFR Part 4).
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves
the action via transmittal to the agency contracting officer, or notifies the contracting
officer that additional time will be required to process the request.
5) The contracting officer transmits the Wage and Hour decision to the contractor.
6) The contractor informs the affected employees.
Information required by the Regulations must be submitted on SF 1444 or bond paper.
When preparing a conformance request, the "Service Contract Act Directory of Occupations"
(the Directory) should be used to compare job definitions to insure that duties requested
are not performed by a classification already listed in the wage determination. Remember,
it is not the job title, but the required tasks that determine whether a class is included
in an established wage determination. Conformances may not be used to artificially split,
combine, or subdivide classifications listed in the wage determination.
&&&&&&&&&&

SECTION K Representations, Certifications and Other Statements of Offerors

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SECTION K

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or

after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

___ TIN:.----------

___ TIN has been applied for.

___ TIN is not required because:

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

___ Offeror is an agency or instrumentality of a foreign government;

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

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

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

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other----------

(f) Common parent.

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

___ Name and TIN of common parent:

Name----------

TIN----------

(End of provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at http://www.customerservice@dnb.com/. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

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

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

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

(E) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street address, city, state, county, zip code)	Name and address of owner and operator of the plant or facility if other than offeror or respondent
_____.....	_____
_____.....	_____

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street address, city, state, county, zip code)	Name and address of owner and operator of the plant or facility if other than offeror or respondent
_____.....	_____
_____.....	_____

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

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

(2) The small business size standard is 5 4 1 9 9 0 .

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

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

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

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

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

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

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

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

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern

or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

( ) Black American.

( ) Hispanic American.

( ) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

( ) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

( ) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) [ ] It has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

[ ] (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter “CAGE” before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L Instructions, Conditions and Notices to Bidders

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SECTION L
EVALUATION CRITERIA FOR AWARD

1. INSTRUCTIONS FOR PREPARING NONPRICE PROPOSALS

1.1 GENERAL. Each offeror is required to submit a written nonprice proposal. The proposal will demonstrate the capability of the offeror to perform and the offeror's understanding of the work described in the solicitation. The proposal should be prepared simply and economically, providing straightforward, concise delineation of capabilities to perform satisfactorily the contract being sought.

1.2. Nonprice Proposal.

1.2.1. Number of copies. The Nonprice Proposal shall be submitted in hard copy and marked as one original and five copies.

1.2.2. Format of Nonprice Proposal. So that the nonprice evaluation may be accomplished efficiently, the past performance and technical evaluation criteria listed in this Section should be addressed in order. If supplemental information relative to the criteria is included in another part of the nonprice proposal, its location must be identified. The proposals are evaluated in direct correspondence to the past performance and technical evaluation criteria, which are included at the end of this Section. It is in the best interest of the offeror to format their nonprice proposals in the order of the evaluation criteria. **If the offeror fails to provide information relating to the criteria or locates the information in another part of the proposal without providing cross-references, the offeror runs the risk of having the proposal receive a lower evaluation by the government evaluators who are not able to locate the appropriate information**. Exceptions to the contractual terms and conditions of the solicitation (e.g., standard company terms and conditions) must not be included in the proposal. So that the evaluation may be accomplished strictly on the past performance and technical capability and understanding of the offeror, no dollar amounts or price information for the proposed work are to be included in the nonprice proposal or the letter transmitting the proposal. The nonprice and price proposals shall be submitted as two separate documents.

1.2.3. The Nonprice Proposal is limited to a maximum of 100 pages and shall include:

(a) Title Page, including the title of the solicitation, solicitation number, name of the offeror, and date of the submittal;

(b) Table of Contents, including a list of tables or exhibits, if applicable.

1.2.4 Page Limitation: (Applicable to Nonprice Proposal only, does not apply to Price Proposal, Subcontracting Plan). One side of the paper is one page; information on the back and front of one piece of paper will be counted as two pages. Fold out pages (8 ½" X 14" or 11" X 17") may be used and will count for one page if they are used for graphical presentation. Sheets larger than 8 ½" X 11" may not be used for narrative information. Character font and size should be selected for clarity and ease in reading (10 to 12 point fonts, no smaller) for use in this solicitation.

1.2.5. Response to Evaluation Factors. Evaluation factors are provided at the end of this section.

2. PREPARATION AND EVALUATION OF PRICE PROPOSAL

2.1. The <u>price</u> proposal shall consist of the following:

2.1.1. The Offer (SF - 33), including the Certificate of Corporate Principal and the Pricing Schedule, Section B. An official authorized to bind the company shall duly execute the Offer with an original signature.

2.1.2. The completed Section K of the solicitation (i.e., Representations, Certifications and Other Statements of Offerors).

2.1.3. Acknowledgment of all amendments to the solicitation in accordance with the instructions on the Standard Form 30 (amendment form), if applicable.

2.2. Number of copies. The Government requires one original and one copy of the price proposal.

2.3 The price proposal must be identified as such and submitted as a separate document from the nonprice proposal. The price proposal shall not contain any technical information that should be submitted with the nonprice proposal or that would affect the scoring process during nonprice evaluation.

2.4 Offerors are cautioned to check their Pricing Schedules carefully for errors prior to submission. Since the Pricing Schedule contains unit prices that will be bid by the offeror, they should be extended against the estimated quantities to the ACTUAL AMOUNT AND NOT ROUNDED OFF.

2.5 Should the price proposal include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the proposal may be determined to be nonresponsive. If the offeror has any questions related to specific terms and conditions, these should be resolved prior to submission of the offer. Refer to Section L, "Inquiries," for point of contact

3. NONPRICE AND PRICE PROPOSAL PACKAGING GUIDELINES

3.1. Please submit only typed/printed hard copy paper documents. Evaluation personnel will not have access to the equipment necessary to review videotapes or any other audio-visual materials.

3.2. Three-ring binders are preferred.

3.3. The following is an alternate method for assembling your proposals: use press board report covers; and hole-punch all pages and secure using two-part compressed-type fasteners in the center of the left margin. Exceeding the recommended capacity of the fasteners is strongly discouraged due to the extensive handling your proposal will receive.

3.4. The use of plastic multi-hole/spiral binding systems, heat binding systems, or other systems, which do not facilitate the ready insertion of additional pages, is not desired.

3.5. Please ensure that the outside of each separate volume is clearly marked to indicate its contents and the identity of the offeror. Additionally, the original price proposal and the original nonprice proposal should be clearly indicated on their outside covers.

4. OTHER AWARD FACTORS

4.1. The Contracting Officer shall consider several factors in the selection process, which are important, but not quantified, such as:

4.1.1. Agreement by the offeror to all general and specific contract provisions and clauses;

4.2 Determination of responsibility of the offeror by the Contracting Officer. To determine an offeror's responsibility for purposes of contact award and in accordance with FAR Part 9, the offeror will be required to provide a general statement regarding previous and past performance in performing comparable work, information related to the business organization, and financial resources (see Section L, Pre-Award Survey Information). The Pre-Award Survey is a tool used by the Government in determining responsibility of the offeror and is submitted as part of the Price proposals and is separate from the nonprice proposal's response to the nonprice evaluation criteria. Some of the information required from the offeror for completion of the Preaward Survey and the nonprice proposal may be duplicative but it is necessary that the information be provided in full in both places and that the Price Proposal and the Nonprice Proposal be separate documents.

5. PROPOSAL EXPENSES AND PREAWARD COSTS

This RFP does not commit the Government to pay any costs incurred in the preparation and submission of the initial and any subsequent proposals or for any other costs incurred prior to execution of the formal contract.

52.0000-4010 INQUIRIES

Perspective bidders/offerors should submit inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted:

(1) For inquiries of a contractual nature (solicitation requirements, interpretation of contractual language) call:

Sandra Oquita 213 452-3249

(2) All technical questions on the specification or drawings will be submitted in writing to:
Address:
911 Wilshire Boulevard, Suite 1025
Los Angeles, CA 90053-2325
FAX # 213 452-4184

(3) Please include the solicitation number, project title and location of project with your questions. Written inquiries must be received by this office not later than 14 calendar days prior to bid opening date/date set for receipt of offers.

(4) Oral explanations or instructions are not binding. Any information given to a bidder/offeror which impacts the bid/offer will be given in the form of a written amendment to the solicitation.

52.209-4502 INSTRUCTIONS FOR PREPARING PRE-AWARD SURVEY

In accordance with Section [Insert Section No.] , Determination of responsibility of the offeor by the Contracting Officer, pleas provide the following information in order to perform a pre-award survey on your firm:

1. List of projects completed for the past three years, including dollar value of each correct.

2. List of projects in progress, percentage of work completed, including dollar value of each contract.

3. The name and qualifications of the employee designated to act as the Project Superintendent/Manager for this contract.

4. Copy of latest financial statement.

5. General description of your firm

Please include this information in a separate envelope marked Pre-Award Survey with the Cost and Technical Proposals.

52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

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

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

TELEGRAPHIC BIDS/OFFERS ARE NOT ACCEPTABLE

Any telegram to modify or withdraw a bid/offer sent to this office must be physically delivered to the office designated for receipt of bid/offer by the date and time set for bid opening/receipt of proposals.
No one from this office will be dispatched to the local telegraph office to pick up any telegram for any reason.

FACSIMILE BIDS/OFFERS

Facsimile bids/offers, modifications thereto, or cancellations of bids/offers will not be accepted.

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FEB 2000)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office

specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

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

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

(3) It is the only proposal received.

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

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

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive

range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.0215-4001 HAND CARRIED PROPOSALS

Hand carried proposals may be deposited in Suite 1040, U.S. Army Engineer District, Los Angeles, 911 Wilshire Blvd, Los Angeles, CA 90017, prior to 2:00 p.m. and the date set for receipt of proposals.

52.0215-4001 HAND CARRIED PROPOSALS

Hand carried proposals may be deposited in Suite 1040, U.S. Army Engineer District, Los Angeles, 911 Wilshire Blvd, Los Angeles, CA 90017, prior to 2:00 p.m. and the date set for receipt of proposals.

52.215-4009 SUBMISSION OF PROPOSALS

(a) Envelopes containing offers, cost and technical, etc., must be sealed, marked and addressed follows:

TO: U.S. Army Engineer District, Los Angeles
ATTN: CESPL-CT-P
P.O. Box 532711
Los Angeles, CA 90053-2325

RPF No. DACW09-01-R-0011
Proposal Due Date: 19 July 2001

(b) Hand carried proposals may be deposited prior to the time and date set for receipt of proposals as follows:

US Army Engineer District, Los Angeles
911 Wilshire Blvd, Suite 1040
Los Angeles, California 90017

Price Proposal

In order that the technical evaluation may be accomplished

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a IDIQ Type Service Contract resulting from this solicitation.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation.

(End of clause)

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

(a) Definition.

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

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

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

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

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
To be determine by Task Order	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is To be determined by Task Order.

52.233-2 SERVICE OF PROTEST (AUG 1996)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Tina A. Frazier c/o
Sandy Oquita
P.O. Box 532711
Los Angeles, CA 90053-2325

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

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Sandra Oquita
USAED, Corps of Engineers, CESPL-CT-E
P.O. Box 532711
Los Angeles, CA 90053-2325

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

(End of provision)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr2000.com.

(End of clause)

SECTION M Evaluation Factors for Award

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SECTION M

1. EVALUATION PROCEDURES

a. The Government will select the offer representing the "best value" to the Government based on performance risk, technical merit and proposal risk, price, and other pertinent factors using the tradeoff process described in FAR 15.101-1 and FAR 15.3. The process permits trade-offs among price and nonprice factors and allows the Government to consider award to other than the offeror with the lowest price or other than the offeror with the highest rating based on nonprice considerations. Evaluation will consist of reviewing past performance information and technical proposal responses to the technical factors found in this Section. An analysis of the past performance information and technical proposal responses will be conducted and will result in a performance risk, technical merit and proposal risk assessment. These ratings will be compared with the offerors' proposed prices (total pricing for all Three Years) relative to other offerors to determine the offeror who represents the "best value" to the Government, given the criteria of this Solicitation.

b. Relative Importance of Price to Nonprice Factors.

(1) Award will be made to that offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing differences in the value of nonprice elements with differences in price to the Government.

(2) In making this comparison, all nonprice factors, when combined, are significantly more important than price. The Government is concerned with striking the most advantageous balance between past performance, technical and management features and price to the Government.

(3) The degree of importance of price could increase depending upon the equality of the proposal for the other nonprice evaluation factors. Where competing nonprice proposals are determined to be substantially equal, price factors would become the controlling factor.

c. Risk Assessment. The two types of risk evaluated as part of the source selection process are proposal risk and performance risk. Proposal risks are those associated with an offeror's proposed approach in meeting the requirements of the solicitation. It is an assessment that is integral to the evaluation of technical merit for each factor or subfactor (except for past performance, as indicated below). Performance risks are those associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by that offeror's record of past performance. Performance risk is assessed separately from the technical evaluation factors under the "Past Performance" evaluation category.

2. BASIS FOR AWARD

The Government intends to make multiple contract awards to two responsible offerors whose proposal are determined to be the most advantageous to the Government in accordance with the following relationship among performance risk, technical merit and proposal risk and price:

Demonstrated past performance on relevant projects is most important. Past performance and price are individually slightly less important than technical merit but approximately equal to each other. The Government is interested in obtaining the services of a concern that has demonstrated considerable and successful past performance in the offering a good approach to performing and understanding the technical requirements of this solicitation and proposing a fair and reasonable price.

3. EVALUATION OF THE PRICE PROPOSAL

Offers will be evaluated and a contract awarded based upon the "best value" to the Government. In making this determination, the Government is concerned with achieving the most favorable balance among performance risk, technical merit and proposal risk and price.

4. EVALUATION CRITERIA FOR NONPRICE PROPOSALS

4.1. The evaluation factors and subfactors to be used to determine the merit of nonprice proposals and the relative values assigned to the factors and subfactors (if there are any subfactors) are listed below.

4.2. The offeror shall provide the following information to demonstrate capability (using proposed technical expertise and resources) to properly execute and complete a task order or several concurrent task orders for miscellaneous environmental documentation, for installations or locations within the South Pacific Division Area (Southern California, Southern Nevada, Southwestern Utah, and Arizona).

5. EVALUATION FACTORS FOR AWARD

5.1 Award will be made to the most responsive, responsible offeror whose proposal is most advantageous to the Government. Price, technical and past performance factors will be considered. The Nonprice Proposal should demonstrate that the offeror understands the scope, logistics and objectives of the required work. It must also indicate the offeror's capability in carrying out the work described in the specifications. Emphasis (for purposes of the nonprice evaluation process) will be placed on the offeror's ability and experience in performing miscellaneous Environmental studies and documentation based on National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), and associated legislative requirements (e.g, Air Quality Conformity Documentation under the Clean Air Act of 1971, As Amended; Coordination Act Reports under the Fish and Wildlife Coordination Act of 1958; documents like Biological Assessments for Section 7 consultation under the Endangered Species Act of 1973; Sections 401 and 404 (b)(1) permitting under the Clean Water Act; and other ancillary federal and state environmental legislation). Also, studies such as Reconnaissance and Feasibility Planning Reports for the Section 1135 and 206 Continuing Authorities Program will be required. Detailed information should also be provided for the subcontractors as called for under the rating factors. Proposals must include sufficiently detailed information to enable evaluation based on the factors listed below. So that the nonprice evaluation may be accomplished sufficiently, the nonprice evaluation factors listed below are to be addressed in order. **If supplemental information relative to these evaluation factors is included in another part of the technical proposal, its location must be identified**.

FIRST CATEGORY: PAST PERFORMANCE

The offeror shall submit information on all completed contracts in the past three (3) years that are similar in nature to this solicitation's work requirements and shall not use any method to exclude information the Government requires for its evaluation. The Government will not evaluate information on work listed that was done longer than three years ago. The Government will contact selected references submitted by the offeror; the Government may also check past performance information obtained from sources other than those identified by the offeror. An offeror with no past performance relevant to specific major features of this solicitation (i.e., abatement, demolition and restoration) must so state. The offeror will, in this case, neither be scored favorably or unfavorably for this Factor. All relevant facts and circumstances gathered from the offeror's listed references and other sources of the information available to the Government will be used to evaluate the offeror's overall past performance and quality of performance. Confidential customers/clients will not be accepted as references. At no time will the names of the individuals providing reference information on the offeror's past performance be revealed to the offeror or to any other party.

To assist the Government in properly evaluating this Category, the offeror shall address the following six (6) factors, using the above general criteria. All six factors are of equal importance.

FACTOR 1: EXPERIENCE.

List all completed contracts using the above criteria. Under each, the offeror will indicate the firm's role in each contract (and percentage of work for which the firm was responsible), whether

the offeror was the prime, in a joint venture or subcontractor. All completed projects submitted shall contain the name and address of the customer; names and current telephone and fax numbers and e-mail addresses of persons in the customer's office who are familiar with the contract, including the chief QA representative who was on the jobsite and another who was the Contracting Officer's Representative or who had contract signature authority; the contract number, if applicable, or other types of identification; the final contract price; type of contract or subcontract (fixed-price, price reimbursement or T&M); description of work (of the whole or the portion performed by the offeror if it was less than the entire contract); contract performance period by dates; and percentage of work that was subcontracted out by the offeror.

FACTOR 2: QUALITY OF SERVICE OR PRODUCT AND PAST PERFORMANCE APPRAISALS.

For the listed contracts, provide documentation that attests to the offeror's quality of performance. Include copies of formal past performance appraisals or letters from the customers or contracting agencies. The information should address both technical and administrative (e.g., quality of submittals or "front-end" reports) aspects of the contracts, when available. Information should also be provided on the performance of key personnel responsible for quality control and enforcement of health and safety standards. If the Government elects to enter into discussions with those offerors whose technical proposals are determined to be in the competitive range, but who have negative or unsatisfactory past performance evaluations without being given an opportunity to rebut them, then the offeror will be requested to explain the circumstances of these evaluations. If the offeror has not yet had a chance to comment on or rebut the negative or unsatisfactory past performance evaluations by others (which will be ascertained by the Government during reference checks), the information will be treated as unconfirmed. The Government will consider the number and severity of an offeror's problems on past contracts. Sheer numbers of confirmed negative comments may not give the offeror an overall rating of less than "Satisfactory". Negative comments in areas that are not of vital importance to the successful performance of this contract may not result in a rating of less than "Satisfactory". Conversely, one or only a few negative confirmed comments in areas of vital importance to the successful performance of this contract may render an overall past performance rating less than "Satisfactory".

FACTOR 3:

Familiarity of the Offeror with the Environmental Compliance Statutes and Guidance and in the Environmental Conditions of the Region.

FACTOR 4: CUSTOMER SATISFACTION.

Provide written support as to the level of satisfaction obtained from the offeror's customers for similar work performed within the past three (3) years. Provide copies of letters of recommendation/appreciation or certificates of appreciation/recommendation from the offeror's customers or contracting agencies for contracts addressed in this Factor. Government personnel may contact the references listed in this Section to obtain or verify the information. The offeror shall include in the narrative, at a minimum, the following topics:

(1) KNOWLEDGE OF CUSTOMER REQUIREMENTS. Describe the offeror's relationships with customers, both government and commercial, in terms of obtaining a complete understanding of the customer's requirements and expectations. Discuss how this understanding is translated into ensuring that the project is completed to meet these requirements, including adherence to the specifications and maintenance of standards of good workmanship. Discuss your policy of improving company processes that result in product quality improvement for meeting customer expectations. Provide specific examples with discussion of company process improvements.

(2) SCHEDULE ADHERENCE. Describe the offeror's management methodology and process to assure schedule adherence, timely contract data requirement delivery, responsiveness to contract changes, customer communications, and contract completion, from both production and administration perspectives. Describe data collection techniques for use in the identification of improvements in schedule adherence. Provide examples with discussion of instances where the company has made process improvements.

(3) REASONABLE AND COOPERATIVE BEHAVIOR. Describe the offeror's mechanisms for handling customer complaints, coming to resolution and utilizing this information to develop and implement quality improvements. Describe the offeror's mechanisms for problem solving and cooperative resolution of unforeseeable impediments or obstacles (such as change in customer's requirements) to performance of work requirements after award of the task order. Describe policies used to assure that the offeror's task order change price estimates are reasonable as submitted for negotiation. Provide examples identifying instances of successful problem resolution and reasonableness of pricing.

(4) COMMITMENT TO CUSTOMER SATISFACTION AND BUSINESS-LIKE CONCERN FOR CUSTOMER'S INTEREST. Each offeror will describe senior-level management/leadership's involvement in developing and implementing a philosophy and/or vision which makes customer satisfaction a primary objective of the firm. Discussion will also address senior-level management/leadership actions for monitoring customer satisfaction and the firm's approach for continually making improvement in their product and/or service. Provide examples of customers' satisfaction or dissatisfaction with action taken by the company (include copies of letters, if possible) and copies of offeror's memoranda/letters identifying the actions taken by senior-level management/leadership in process improvements in the delivery of products and/or services.

FACTOR 5: TIMELINESS OF PERFORMANCE.

For each contract listed in this Factor, provide a narrative that describes the conditions, contractual and physical, that affected the contract performance schedule. Indicate the original schedule and any events or conditions that extended the schedule. Describe any delays, such as changes in site conditions, weather, customer change requests, strikes, or vendor product deliveries, and explain how the delays affected the overall contract completion date. The offeror should indicate how the schedule was controlled during construction (computer network system, bar chart, weekly progress reports, etc.) and how any delays affected contract completion. If any of the contracts were completed on time with few or no problems, then so indicate. Also, if any of the contracts were completed ahead of schedule, provide a narrative as to why the work was done early and what the offeror did or experienced to accomplish this. Provide names of key personnel who managed the contracts or who were responsible for the early completion and what they did to accomplish the early completion. For those contracts that may have been terminated through no fault of the offeror, describe the conditions under which the termination was issued and what steps the offeror took to assist the customer or contracting agency in minimizing the termination costs.

FACTOR 6: ABILITY TO SOLVE COMPLEX CONTRACT PROBLEMS.

Within each listed contract, the offeror should provide narratives that address any unusual or challenging problems that occurred before, during or after construction. The offeror should identify the problems, the sequence of events that led to the problems and the corrective actions taken by the offeror to resolve the issues and move on with construction. The offeror should describe the risks taken to ensure the successful completion of the contracts and why the risks were taken in light of the potential failures that could occur. The offeror should describe the actions of other parties who were involved in problem resolution and how the offeror interacted with those parties and ensured that resolution would be achieved. The discussion should describe the roles of both field personnel and the home office of the offeror and the level of authority granted to the field to make decisions for resolving problems of monetary value and technical difficulty.

FACTOR 7: SUBCONTRACT MANAGEMENT.

Offerors shall provide a narrative that describes how subcontracts were managed for the listed contracts. For each contract, list the name of the principle subcontractors (whose contract value exceeded 5 percent of the offeror's contract or subcontract price) and what principle item of work was performed. Describe the techniques used by the offeror to ensure that the subcontractor performed in accordance with the contract plans and specifications. Include topics such as: adherence to schedule; enforcement of health and safety standards; conformance to DOL Wage Determinations for federal work; steps taken to repair or replace non-conforming work; policies on withholding retainage; and policies on making payments to subcontractors to ensure conformance with the Prompt Payment Act. For any situations that involved the removal of a subcontractor for noncompliance with contract terms, describe conditions leading to the removal and steps taken to replace the subcontractor promptly so as not to affect the contract completion or work quality.

SECOND CATEGORY: TECHNICAL EVALUATION ELEMENTS

Offerors shall respond to this Category using the same criteria as portrayed above for the first Category, "Past Performance". Technical Evaluation addresses the Offeror's ability, as proposed, to perform the work contemplated in this Solicitation. It also addresses the Offeror's written understanding of the Solicitation's requirements as shown in the RFP. Evaluation of these two aspects of this Category will result in Technical Merit and Proposal Risk Assessments. Offerors shall respond to this Category by providing a narrative response for each of the following factors and subfactors. Factors 1 is of greater importance than Factor 2 and Factor 3. Factor is of greater importance than Factor 3. Proposals must address the evaluation factors for this Category in the order shown.

FACTOR 1: UNDERSTANDING OF REQUIREMENTS

Demonstrate ability in understanding all Technical and administrative aspects of the work required in this solicitation. Offerors shall respond to this Factor by preparing a narrative describing their understanding of the contract requirements, which shall address, at a minimum: the most significant work items in the Pricing Schedule, Section B, administrative requirements found in Sections I and M and Section J, including General Requirements and Section C (scope-of-work). The offeror will address all technical and procedural requirements necessary to support the Corps' successful compliance with the National Environmental Policy Act and supporting federal legislation.

FACTOR 2: MANAGEMENT ABILITY

The offeror shall provide information and describe how the company deals with personnel; develops, coordinates and implements subcontracts; and provides day-to-day supervision of projects. To assist the Government in evaluating this Factor, the offeror shall address the following four (4) subfactors. All subfactors are of equal importance.

(1) STAFF RESUMES AND CHAIN OF COMMAND. Provide current resumes of management and technical staff including their positions, authorities and experience and their projected level of involvement with work required in this solicitation. Include an organizational chart that demonstrates how the field technical and supervisory staff interacts with home office personnel and include a chain of command that would be used for resolving problems. If major subcontractors will be used on a regular basis, provide resumes of key personnel and describe how they will interact with your company in managing the work for which they will be responsible.

(2) PERSONNEL POLICIES. Discuss methods used to hire personnel at the operating and administrative levels. Provide information on your company's policies and actual efforts to encourage and train personnel in learning the latest construction techniques and products related to the work described in this solicitation. Describe the incentives used to maintain a stable workforce of highly motivated and productive employees and what has been done to recognize and reward those individuals who have shown exceptional qualities in contributing to the company's success, growth and profits

(3) PHYSICAL AND TECHNICAL RESOURCES. Stat the offeror's available equipment, technical resources, and facilities for use on this Contract.

FACTOR 3: SCHEDULING AND MULTIPLE SIMULTANEOUS DELIVERY ORDERS

Demonstrate the ability to schedule work based on periodic or multiple issuance of task orders. Offerors shall respond to this Factor by preparing a narrative, bar chart or combination thereof that portrays all salient critical work elements that would affect the performance schedule in a task order. The narrative should address the administrative (e.g., submittals, notification to local air quality control board, public notifications, etc.) as well as the constructive aspects of the task order. **Demonstrate the capability of the Offeror to provide sufficient qualified personnel to conduct simultaneous task orders in all areas covered by the contract.**

5.2. Selection and Award Without Discussions. It is the intent of the Government to make award based upon initial offers, without conducting further discussions or requesting additional information. Therefore, proposals should be

submitted initially on the most favorable terms from a price and technical standpoint. If award is not made on initial offers, discussions will be conducted as described in Paragraph 9.4 below.

5.3. Competitive Range. A Source Selection Evaluation Board (SSEB), consisting of government employees, will accomplish initial and final evaluations of proposals. The Second Category "Technical Evaluation Elements" is significantly more important that the First Category,"Past Performance". Within the nonprice proposals, Offeror's responses to the First Category" Past Performance" will be evaluated adjectively in terms of a range from "Very Low Risk" to "Very High Risk", reflecting the SEBB's determination as to whether or not the extent of relevant experience shown by the offeror would result in the likelihood of success for his solicitation. For the Second C "Technical Evaluation Elements", offers will be evaluated for "Technical Merit" and "Proposal Risk". "Technical Merit" will reflect the offeror's demonstrated ability in performing the work and will be rated numerically, by color or adjectivally at the discretion of the SSEB. "Proposal Risk" will reflect the offeror's proposed approach in meeting technical requirements of the Solicitation. This will be rated from "Low Risk" to "High Risk", reflecting the SSEB's determination on how well or how poorly the offeror appears to understand the intent of the Solicitation's technical requirements. The SSEB, using results from its evaluation of the two nonprice categories, will utilize an evaluation matrix that develops a ranking of offers from a nonprice standpoint. The matrix will place emphasis on the SSEB's evaluation of past performance, since this category is considered the more important. The SSEB will subsequently incorporate the nonprice findings and evaluations and compare them against the Offerors' proposed price(s). This initial process will determine the first round of offers that are considered to be within the competitive range, i.e., those most likely to be considered for award and that present the "best value" to the government. If it is determined that discussions must be conducted (e.g., several proposals lack critical information), the Contracting Officer will review and possibly revise the ranking of the competitive range of offerors as established by the SSEB. This ranking will be based upon the SSEB's evaluations and recommendations and the Contracting Officer's judgment. However, the range of ranked offerors may be reduced by the Contracting Officer for purposes of efficiency (e.g., it may be determined that the number of most highly ranked proposals that might otherwise by included in the competitive range exceeds the number that affords reasonable competition and at which an efficient evaluation can be conducted). At this point in the evaluation process, the Contracting Officer may hold discussions with firms in the competitive range.

5.4. Discussions. The Government may conduct written or oral (telephonic) discussions with all offerors in the competitive range. As a result of discussions, offerors may make revisions to their initial offers. If an offeror's proposal is eliminated or otherwise removed from the competitive range during discussions, no further revisions to that offeror's proposal will be accepted or considered. Discussions will result in a request for Final Proposal Revisions, the date and time of which will be common to all offerors.

5.5 Selection and Award. The Government intends to award multiple contracts based on initial offers. If discussions are conducted, the Government, after receipt of Final Proposal Revisions, will evaluate supplemental information provided by the offerors. Selection will be made on the basis of the best proposal of the most responsible offeror, which conforms to the RFP and represents the "best value" to the Government.

52.217-5 EVALUATION OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option (s).

(End of provision)

52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

(End of provision)
(RE – 504.5 1976 JULY)
(R 1-30.504 – 6)

ARITHMETIC DISCREPANCIES EFARS 52.214-5000

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the fact of the bidding schedule as submitted by bidders:

(1) Obviously misplaced decimal points will be corrected;
(2) Discrepancy between unit price and extended price, the unit price will govern;
(3) Apparent errors in extension of unit prices will be corrected;
(4) Apparent errors in addition of lump sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.
(c) The correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

-- END OF SECTION M --