# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 03/03/2011

2. CONTRACT NO. (If any):

3. ORDER NO.: DTMA-95-P-2011-0052

4. REQUISITION/REFERENCE NO.: MMA-PR5212-20110011

5. ISSUING OFFICE (Address correspondence to):
U.S.Merchant Marine Academy
Division of Procurement
USMMA-5206
300 Steamboat Road
Kings Point NY 11024-1699

6. SHIP TO:
a. NAME OF CONSIGNEE: U.S Merchant Marine Academy
b. STREET ADDRESS: U.S. DOT/Maritime Administration
300 Steamboat Road
c. CITY: Kings Point
d. STATE: NY
e. ZIP CODE: 11024-1699
f. SHIP VIA:

7. TO: Cheryl Neary, Govt Business POC
a. NAME OF CONTRACTOR: FENLEY & NICOL ENVIRONMENTAL, INC
b. COMPANY NAME:
c. STREET ADDRESS: 445 Brook Ave
d. CITY: Deer Park
e. STATE: NY
f. ZIP CODE: 11729-7208

8. TYPE OF ORDER
[X] a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
[ ] b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule

10. REQUISITIONING OFFICE: Safety & Environmental Protection

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
[X] a. SMALL
[ ] b. OTHER THAN SMALL
[ ] c. DISADVANTAGED
[ ] d. WOMEN-OWNED
[ ] e. HUBZone
[ ] f. EMERGING SMALL BUSINESS
[ ] g. SERVICE-DISABLED VETERAN-OWNED

12. F.O.B. POINT: Destination

13. PLACE OF
a. INSPECTION: Destination
b. ACCEPTANCE: Destination

14. GOVERNMENT B/L NO.:

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date):

16. DISCOUNT TERMS:

**17. SCHEDULE** *(See reverse for Rejections)*

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|---|---|---|---|---|---|---|
| | Admin Office:<br>U.S.Merchant Marine Academy<br>Division of Procurement<br>USMMA-5206<br>300 Steamboat Road<br>Kings Point NY 11024-1699<br>Continued ... | | | | | |

18. SHIPPING POINT:

19. GROSS SHIPPING WEIGHT:

20. INVOICE NO.:

21. MAIL INVOICE TO:
a. NAME: MARAD A/P INVOICES
b. STREET ADDRESS (or P.O. Box): P.O.BOX 25710
c. CITY: OKLAHOMA CITY
d. STATE: OK
e. ZIP CODE: 73125

SEE BILLING INSTRUCTIONS ON REVERSE

17(h) TOTAL (Cont. pages): $3,750.00

17(i) GRAND TOTAL: $3,750.00

22. UNITED STATES OF AMERICA BY (Signature): Mlh S. Dah

23. NAME (Typed): Maxmillian Diah
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

**OPTIONAL FORM 347** (Rev. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213(e)

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

| DATE OF ORDER | CONTRACT NO. | ORDER NO. |
|---|---|---|
| 03/03/2011 | | DTMA-95-P-2011-0052 |

| ITEM NO. (a) | SUPPLIES/SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|---|---|---|---|---|---|---|
| | Accounting Info: 70111750MA-2011-1MRO000005-0000520000-25404-61006600<br>Period of Performance: 03/28/2011 to 03/31/2011 | | | | | |
| 0001 | REPLACE SUMP SENSOR FOR TANK 25 | 1 | EA | 3,750.00 | 3,750.00 | |
| | SCA wage determination 2005-2373 rev.10 dated 9/1/10 is incorporated into this purchase order. Subsequent revisions will be incorporated as issued. They may be viewed at www.wdol.gov | | | | | |
| | The total amount of award: $3,750.00. The obligation for this award is shown in box 17(i). | | | | | |
| | DUNS: 013562483 | | | | | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $3,750.00

# STATEMENT OF WORK

## TANK 25 (GASOLINE) SUMP SENSOR REPLACEMENT YOCUM WATERFRONT

The contractor shall provide labor, equipment, materials, and supervision necessary to remove and replace the sump sensor. Sump sensor removal and replacement activities must be performed in accordance with New York State Department of Environmental Conservation (NYSDEC) rules and regulations and ensure compliance with all other Federal, State and local laws and regulations and all applicable OSHA requirements including confined space entry requirements.

Replace one BX-PDS sump sensor, and clean the junction box to re-splice the sensor wire. The space is considered a confined space. Submit a confined space entry procedure to the Academy prior to the start of work.

THE GOVERNMENT ESTIMATE IS THE SAME AS THE CONTRACTORS PROPOSAL FOR TIME AND MATERIAL.

## COMMERCIAL CLAUSES

**1 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB 1998**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far/

www.dot.gov/ost/m60/tamar/tar.htm

52.212-3 Offeror Representations and Certifications - Commercial Items AUG 2009

**2 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS JUN 2010**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

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

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

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

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

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

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

(g) *Invoice*.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

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

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract 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 611 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 (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

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

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

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

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq*., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, 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 review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the

"Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

**3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS– COMMERCIAL ITEMS JULY 2010**

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

___ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

___ (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (8) [Reserved]

___ (9) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (10) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (11) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (12) (i) 52.219-9, Small Business Subcontracting Plan (July 2010) (15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (July 2010) of 52.219-9.

___ (13) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (14) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (15) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (16) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

_X__ (19) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

_X__ (20) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (21) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

_X__ (22) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X__ (23) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

___ (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).

___ (25) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

___ (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).

___ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (30) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

___ (31) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (32) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (33) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (38) 52.232.30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__X_ (39) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

_X__ (40) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (41) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (43) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

__X_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

_X__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction,

until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

COMMERCIAL CLAUSES

## 1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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://acquisition.gov/far/current/html/FARTOCP52.html

| Clause | Title | Date |
|---|---|---|
| 52.222-03 | Convict Labor | June 2003 |
| 52.232-01 | Payments | April 1984 |
| 52.232-08 | Discounts For Prompt Payment | February 2002 |
| 52.232-25 | Prompt Payment | October 2008 |
| 52.232-33 | Payment by Electronic Funds Transfer-Central Contractor Registration | October 2003 |
| 52.243-01 | Changes--Fixed Price | August 1987 |
| 52.246-01 | Contractor Inspection Requirements | April 1984 |
| 52.249-04 | Termination for Convenience of the Government (Services) (Short Form) | April 1984 |
| 52.249-08 | Default (Fixed-Price Supply and Service) | April 1984 |

# ATTACHMENT

# 1

WD 05-2373 (Rev.-10) was first posted on www.wdol.gov on 09/07/2010

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

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

Shirley F. Ebbesen
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2373
Revision No.: 10
Date Of Revision: 09/01/2010

State: New York

Area: New York Counties of Nassau, Suffolk

**Fringe Benefits Required Follow the Occupational Listing**

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|---|---|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 15.11 |
| 01012 - Accounting Clerk II | | 19.61 |
| 01013 - Accounting Clerk III | | 21.89 |
| 01020 - Administrative Assistant | | 30.93 |
| 01040 - Court Reporter | | 21.64 |
| 01051 - Data Entry Operator I | | 14.71 |
| 01052 - Data Entry Operator II | | 16.05 |
| 01060 - Dispatcher, Motor Vehicle | | 25.79 |
| 01070 - Document Preparation Clerk | | 15.56 |
| 01090 - Duplicating Machine Operator | | 15.56 |
| 01111 - General Clerk I | | 14.82 |
| 01112 - General Clerk II | | 17.49 |
| 01113 - General Clerk III | | 18.82 |
| 01120 - Housing Referral Assistant | | 26.92 |
| 01141 - Messenger Courier | | 12.92 |
| 01191 - Order Clerk I | | 19.59 |
| 01192 - Order Clerk II | | 20.45 |
| 01261 - Personnel Assistant (Employment) I | | 18.96 |
| 01262 - Personnel Assistant (Employment) II | | 21.22 |
| 01263 - Personnel Assistant (Employment) III | | 23.66 |
| 01270 - Production Control Clerk | | 23.51 |
| 01280 - Receptionist | | 15.67 |
| 01290 - Rental Clerk | | 18.04 |
| 01300 - Scheduler, Maintenance | | 21.57 |
| 01311 - Secretary I | | 21.57 |
| 01312 - Secretary II | | 24.82 |
| 01313 - Secretary III | | 26.92 |
| 01320 - Service Order Dispatcher | | 20.50 |
| 01410 - Supply Technician | | 30.93 |
| 01420 - Survey Worker | | 21.64 |
| 01531 - Travel Clerk I | | 15.98 |
| 01532 - Travel Clerk II | | 17.31 |
| 01533 - Travel Clerk III | | 18.79 |
| 01611 - Word Processor I | | 17.62 |
| 01612 - Word Processor II | | 20.16 |
| 01613 - Word Processor III | | 22.13 |
| 05000 - Automotive Service Occupations | | |
| 05005 - Automobile Body Repairer, Fiberglass | | 28.50 |
| 05010 - Automotive Electrician | | 28.50 |
| 05040 - Automotive Glass Installer | | 27.31 |
| 05070 - Automotive Worker | | 27.31 |

| | |
|---|---|
| 05110 - Mobile Equipment Servicer | 20.80 |
| 05130 - Motor Equipment Metal Mechanic | 29.80 |
| 05160 - Motor Equipment Metal Worker | 27.31 |
| 05190 - Motor Vehicle Mechanic | 29.68 |
| 05220 - Motor Vehicle Mechanic Helper | 23.15 |
| 05250 - Motor Vehicle Upholstery Worker | 26.12 |
| 05280 - Motor Vehicle Wrecker | 27.31 |
| 05310 - Painter, Automotive | 28.50 |
| 05340 - Radiator Repair Specialist | 27.31 |
| 05370 - Tire Repairer | 16.69 |
| 05400 - Transmission Repair Specialist | 29.68 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 18.55 |
| 07041 - Cook I | 16.75 |
| 07042 - Cook II | 18.23 |
| 07070 - Dishwasher | 13.67 |
| 07130 - Food Service Worker | 13.67 |
| 07210 - Meat Cutter | 22.64 |
| 07260 - Waiter/Waitress | 14.45 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 22.16 |
| 09040 - Furniture Handler | 16.83 |
| 09080 - Furniture Refinisher | 22.16 |
| 09090 - Furniture Refinisher Helper | 18.01 |
| 09110 - Furniture Repairer, Minor | 20.37 |
| 09130 - Upholsterer | 22.16 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 13.67 |
| 11060 - Elevator Operator | 13.67 |
| 11090 - Gardener | 18.74 |
| 11122 - Housekeeping Aide | 15.70 |
| 11150 - Janitor | 15.70 |
| 11210 - Laborer, Grounds Maintenance | 15.89 |
| 11240 - Maid or Houseman | 13.68 |
| 11260 - Pruner | 14.75 |
| 11270 - Tractor Operator | 18.02 |
| 11330 - Trail Maintenance Worker | 15.89 |
| 11360 - Window Cleaner | 18.07 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 25.29 |
| 12011 - Breath Alcohol Technician | 24.87 |
| 12012 - Certified Occupational Therapist Assistant | 24.12 |
| 12015 - Certified Physical Therapist Assistant | 22.28 |
| 12020 - Dental Assistant | 16.75 |
| 12025 - Dental Hygienist | 35.31 |
| 12030 - EKG Technician | 28.65 |
| 12035 - Electroneurodiagnostic Technologist | 28.65 |
| 12040 - Emergency Medical Technician | 25.29 |
| 12071 - Licensed Practical Nurse I | 23.69 |
| 12072 - Licensed Practical Nurse II | 24.34 |
| 12073 - Licensed Practical Nurse III | 24.48 |
| 12100 - Medical Assistant | 16.66 |
| 12130 - Medical Laboratory Technician | 23.34 |
| 12160 - Medical Record Clerk | 18.71 |
| 12190 - Medical Record Technician | 20.55 |
| 12195 - Medical Transcriptionist | 19.43 |
| 12210 - Nuclear Medicine Technologist | 36.93 |
| 12221 - Nursing Assistant I | 13.17 |
| 12222 - Nursing Assistant II | 14.72 |
| 12223 - Nursing Assistant III | 15.82 |
| 12224 - Nursing Assistant IV | 16.79 |

| | | |
|---|---|---|
| 12235 - Optical Dispenser | | 24.64 |
| 12236 - Optical Technician | | 16.64 |
| 12250 - Pharmacy Technician | | 15.87 |
| 12280 - Phlebotomist | | 23.02 |
| 12305 - Radiologic Technologist | | 28.08 |
| 12311 - Registered Nurse I | | 32.76 |
| 12312 - Registered Nurse II | | 38.41 |
| 12313 - Registered Nurse II, Specialist | | 38.41 |
| 12314 - Registered Nurse III | | 49.39 |
| 12315 - Registered Nurse III, Anesthetist | | 49.39 |
| 12316 - Registered Nurse IV | | 59.22 |
| 12317 - Scheduler (Drug and Alcohol Testing) | | 26.17 |
| 13000 - Information And Arts Occupations | | |
| 13011 - Exhibits Specialist I | | 27.03 |
| 13012 - Exhibits Specialist II | | 33.49 |
| 13013 - Exhibits Specialist III | | 40.95 |
| 13041 - Illustrator I | | 28.35 |
| 13042 - Illustrator II | | 33.23 |
| 13043 - Illustrator III | | 40.66 |
| 13047 - Librarian | | 37.25 |
| 13050 - Library Aide/Clerk | | 15.79 |
| 13054 - Library Information Technology Systems Administrator | | 32.65 |
| 13058 - Library Technician | | 25.62 |
| 13061 - Media Specialist I | | 23.57 |
| 13062 - Media Specialist II | | 26.35 |
| 13063 - Media Specialist III | | 29.39 |
| 13071 - Photographer I | | 21.29 |
| 13072 - Photographer II | | 24.62 |
| 13073 - Photographer III | | 32.88 |
| 13074 - Photographer IV | | 44.26 |
| 13075 - Photographer V | | 50.85 |
| 13110 - Video Teleconference Technician | | 24.33 |
| 14000 - Information Technology Occupations | | |
| 14041 - Computer Operator I | | 19.00 |
| 14042 - Computer Operator II | | 21.26 |
| 14043 - Computer Operator III | | 23.71 |
| 14044 - Computer Operator IV | | 26.35 |
| 14045 - Computer Operator V | | 29.17 |
| 14071 - Computer Programmer I | (see 1) | 27.56 |
| 14072 - Computer Programmer II | (see 1) | |
| 14073 - Computer Programmer III | (see 1) | |
| 14074 - Computer Programmer IV | (see 1) | |
| 14101 - Computer Systems Analyst I | (see 1) | |
| 14102 - Computer Systems Analyst II | (see 1) | |
| 14103 - Computer Systems Analyst III | (see 1) | |
| 14150 - Peripheral Equipment Operator | | 19.00 |
| 14160 - Personal Computer Support Technician | | 26.35 |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 39.54 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 43.75 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 52.46 |
| 15050 - Computer Based Training Specialist / Instructor | | 39.54 |
| 15060 - Educational Technologist | | 35.73 |
| 15070 - Flight Instructor (Pilot) | | 52.46 |
| 15080 - Graphic Artist | | 33.31 |
| 15090 - Technical Instructor | | 32.16 |
| 15095 - Technical Instructor/Course Developer | | 39.22 |
| 15110 - Test Proctor | | 25.56 |
| 15120 - Tutor | | 25.56 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | | |

| | |
|---|---|
| 16010 - Assembler | 11.62 |
| 16030 - Counter Attendant | 11.62 |
| 16040 - Dry Cleaner | 14.30 |
| 16070 - Finisher, Flatwork, Machine | 11.62 |
| 16090 - Presser, Hand | 11.62 |
| 16110 - Presser, Machine, Drycleaning | 11.62 |
| 16130 - Presser, Machine, Shirts | 11.62 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 11.62 |
| 16190 - Sewing Machine Operator | 15.19 |
| 16220 - Tailor | 16.04 |
| 16250 - Washer, Machine | 12.60 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 20.89 |
| 19040 - Tool And Die Maker | 24.46 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 16.96 |
| 21030 - Material Coordinator | 23.51 |
| 21040 - Material Expediter | 23.51 |
| 21050 - Material Handling Laborer | 14.62 |
| 21071 - Order Filler | 16.34 |
| 21080 - Production Line Worker (Food Processing) | 16.96 |
| 21110 - Shipping Packer | 15.28 |
| 21130 - Shipping/Receiving Clerk | 15.28 |
| 21140 - Store Worker I | 15.06 |
| 21150 - Stock Clerk | 18.88 |
| 21210 - Tools And Parts Attendant | 16.96 |
| 21410 - Warehouse Specialist | 16.96 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 29.63 |
| 23021 - Aircraft Mechanic I | 27.11 |
| 23022 - Aircraft Mechanic II | 29.58 |
| 23023 - Aircraft Mechanic III | 30.72 |
| 23040 - Aircraft Mechanic Helper | 21.90 |
| 23050 - Aircraft, Painter | 25.88 |
| 23060 - Aircraft Servicer | 24.23 |
| 23080 - Aircraft Worker | 25.00 |
| 23110 - Appliance Mechanic | 22.16 |
| 23120 - Bicycle Repairer | 17.94 |
| 23125 - Cable Splicer | 35.97 |
| 23130 - Carpenter, Maintenance | 30.97 |
| 23140 - Carpet Layer | 27.24 |
| 23160 - Electrician, Maintenance | 37.18 |
| 23181 - Electronics Technician Maintenance I | 24.19 |
| 23182 - Electronics Technician Maintenance II | 27.39 |
| 23183 - Electronics Technician Maintenance III | 28.51 |
| 23260 - Fabric Worker | 25.82 |
| 23290 - Fire Alarm System Mechanic | 21.92 |
| 23310 - Fire Extinguisher Repairer | 22.51 |
| 23311 - Fuel Distribution System Mechanic | 29.94 |
| 23312 - Fuel Distribution System Operator | 27.20 |
| 23370 - General Maintenance Worker | 24.67 |
| 23380 - Ground Support Equipment Mechanic | 27.11 |
| 23381 - Ground Support Equipment Servicer | 24.23 |
| 23382 - Ground Support Equipment Worker | 25.00 |
| 23391 - Gunsmith I | 22.51 |
| 23392 - Gunsmith II | 25.12 |
| 23393 - Gunsmith III | 27.25 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 26.97 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 28.93 |

| | |
|---|---|
| 23430 - Heavy Equipment Mechanic | 26.10 |
| 23440 - Heavy Equipment Operator | 34.30 |
| 23460 - Instrument Mechanic | 30.86 |
| 23465 - Laboratory/Shelter Mechanic | 26.21 |
| 23470 - Laborer | 15.95 |
| 23510 - Locksmith | 21.10 |
| 23530 - Machinery Maintenance Mechanic | 23.95 |
| 23550 - Machinist, Maintenance | 21.92 |
| 23580 - Maintenance Trades Helper | 17.71 |
| 23591 - Metrology Technician I | 30.86 |
| 23592 - Metrology Technician II | 33.34 |
| 23593 - Metrology Technician III | 32.75 |
| 23640 - Millwright | 29.17 |
| 23710 - Office Appliance Repairer | 21.80 |
| 23760 - Painter, Maintenance | 26.70 |
| 23790 - Pipefitter, Maintenance | 32.44 |
| 23810 - Plumber, Maintenance | 31.23 |
| 23820 - Pneudraulic Systems Mechanic | 27.25 |
| 23850 - Rigger | 24.36 |
| 23870 - Scale Mechanic | 25.12 |
| 23890 - Sheet-Metal Worker, Maintenance | 29.81 |
| 23910 - Small Engine Mechanic | 20.92 |
| 23931 - Telecommunications Mechanic I | 30.91 |
| 23932 - Telecommunications Mechanic II | 32.20 |
| 23950 - Telephone Lineman | 33.44 |
| 23960 - Welder, Combination, Maintenance | 24.11 |
| 23965 - Well Driller | 22.73 |
| 23970 - Woodcraft Worker | 27.25 |
| 23980 - Woodworker | 20.43 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 13.05 |
| 24580 - Child Care Center Clerk | 16.30 |
| 24610 - Chore Aide | 12.79 |
| 24620 - Family Readiness And Support Services Coordinator | 14.89 |
| 24630 - Homemaker | 16.85 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 29.03 |
| 25040 - Sewage Plant Operator | 25.19 |
| 25070 - Stationary Engineer | 29.03 |
| 25190 - Ventilation Equipment Tender | 23.71 |
| 25210 - Water Treatment Plant Operator | 25.53 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 19.12 |
| 27007 - Baggage Inspector | 17.98 |
| 27008 - Corrections Officer | 30.97 |
| 27010 - Court Security Officer | 30.66 |
| 27030 - Detection Dog Handler | 20.36 |
| 27040 - Detention Officer | 30.97 |
| 27070 - Firefighter | 31.42 |
| 27101 - Guard I | 17.98 |
| 27102 - Guard II | 20.36 |
| 27131 - Police Officer I | 32.37 |
| 27132 - Police Officer II | 35.94 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 15.96 |
| 28042 - Carnival Equipment Repairer | 16.75 |
| 28043 - Carnival Equpment Worker | 13.67 |
| 28210 - Gate Attendant/Gate Tender | 16.49 |
| 28310 - Lifeguard | 14.63 |
| 28350 - Park Attendant (Aide) | 18.46 |

| | | |
|---|---|---|
| 28510 - Recreation Aide/Health Facility Attendant | | 18.95 |
| 28515 - Recreation Specialist | | 22.88 |
| 28630 - Sports Official | | 14.69 |
| 28690 - Swimming Pool Operator | | 20.98 |
| 29000 - Stevedoring/Longshoremen Occupational Services | | |
| 29010 - Blocker And Bracer | | 27.64 |
| 29020 - Hatch Tender | | 27.64 |
| 29030 - Line Handler | | 27.64 |
| 29041 - Stevedore I | | 26.22 |
| 29042 - Stevedore II | | 32.85 |
| 30000 - Technical Occupations | | |
| 30010 - Air Traffic Control Specialist, Center (HFO) | (see 2) | 40.33 |
| 30011 - Air Traffic Control Specialist, Station (HFO) | (see 2) | 27.82 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) | (see 2) | 30.63 |
| 30021 - Archeological Technician I | | 22.43 |
| 30022 - Archeological Technician II | | 26.50 |
| 30023 - Archeological Technician III | | 31.09 |
| 30030 - Cartographic Technician | | 29.15 |
| 30040 - Civil Engineering Technician | | 25.21 |
| 30061 - Drafter/CAD Operator I | | 19.69 |
| 30062 - Drafter/CAD Operator II | | 26.50 |
| 30063 - Drafter/CAD Operator III | | 29.42 |
| 30064 - Drafter/CAD Operator IV | | 31.09 |
| 30081 - Engineering Technician I | | 19.98 |
| 30082 - Engineering Technician II | | 22.47 |
| 30083 - Engineering Technician III | | 25.28 |
| 30084 - Engineering Technician IV | | 31.22 |
| 30085 - Engineering Technician V | | 38.08 |
| 30086 - Engineering Technician VI | | 46.20 |
| 30090 - Environmental Technician | | 21.10 |
| 30210 - Laboratory Technician | | 21.37 |
| 30240 - Mathematical Technician | | 31.09 |
| 30361 - Paralegal/Legal Assistant I | | 23.36 |
| 30362 - Paralegal/Legal Assistant II | | 28.94 |
| 30363 - Paralegal/Legal Assistant III | | 35.39 |
| 30364 - Paralegal/Legal Assistant IV | | 42.84 |
| 30390 - Photo-Optics Technician | | 28.11 |
| 30461 - Technical Writer I | | 26.41 |
| 30462 - Technical Writer II | | 32.29 |
| 30463 - Technical Writer III | | 39.84 |
| 30491 - Unexploded Ordnance (UXO) Technician I | | 25.63 |
| 30492 - Unexploded Ordnance (UXO) Technician II | | 31.02 |
| 30493 - Unexploded Ordnance (UXO) Technician III | | 37.18 |
| 30494 - Unexploded (UXO) Safety Escort | | 25.63 |
| 30495 - Unexploded (UXO) Sweep Personnel | | 25.63 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs | (see 2) | 29.42 |
| 30621 - Weather Observer, Senior | (see 2) | 27.27 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | | |
| 31020 - Bus Aide | | 16.40 |
| 31030 - Bus Driver | | 19.89 |
| 31043 - Driver Courier | | 16.75 |
| 31260 - Parking and Lot Attendant | | 10.05 |
| 31290 - Shuttle Bus Driver | | 17.80 |
| 31310 - Taxi Driver | | 13.37 |
| 31361 - Truckdriver, Light | | 17.80 |
| 31362 - Truckdriver, Medium | | 18.87 |
| 31363 - Truckdriver, Heavy | | 24.52 |
| 31364 - Truckdriver, Tractor-Trailer | | 24.52 |
| 99000 - Miscellaneous Occupations | | |
| 99030 - Cashier | | 18.74 |

| | |
|---|---|
| 99050 - Desk Clerk | 13.34 |
| 99095 - Embalmer | 27.84 |
| 99251 - Laboratory Animal Caretaker I | 15.21 |
| 99252 - Laboratory Animal Caretaker II | 15.97 |
| 99310 - Mortician | 34.64 |
| 99410 - Pest Controller | 18.15 |
| 99510 - Photofinishing Worker | 16.23 |
| 99710 - Recycling Laborer | 19.78 |
| 99711 - Recycling Specialist | 22.36 |
| 99730 - Refuse Collector | 21.17 |
| 99810 - Sales Clerk | 14.70 |
| 99820 - School Crossing Guard | 15.04 |
| 99830 - Survey Party Chief | 26.35 |
| 99831 - Surveying Aide | 15.48 |
| 99832 - Surveying Technician | 20.42 |
| 99840 - Vending Machine Attendant | 23.41 |
| 99841 - Vending Machine Repairer | 25.44 |
| 99842 - Vending Machine Repairer Helper | 21.46 |

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.50 per hour or $140.00 per week or $606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage

determination.

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

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

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

6) The contractor informs the affected employees.

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

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