

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
 PRWR0700035

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 03/13/2007 4. ORDER NUMBER DTMA4P07037 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME b. TELEPHONE NUMBER (No collect calls) 8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY CODE 00094
 DOT/Maritime Administration, WR Acquisition
 201 Mission Street, Suite 2200
 San Francisco, CA 94105-1905
 TEL: (415) 744-2924 ext.
 FAX: (415) 744-2576 ext.

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: 100.00% FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
 NAICS: 611710
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

12. DISCOUNT TERMS
 10 days %
 20 days %
 30 days %
 days %

15. DELIVER TO CODE 47094
 DOT/Maritime Administration, WR Operations
 201 Mission St Ste 1800
 San Francisco, CA 94105
Attn: Simon P. Tao

16. ADMINISTERED BY CODE 00094
 DOT/Maritime Administration, WR Acquisition
 201 Mission Street, Suite 1800
 San Francisco, CA 94105-1905

17a. CONTRACTOR/OFFEROR CODE * FACILITY CODE
 MANAGEMENT SYSTEMS CONSULTING LLC
 19901 SOUTHWEST FREEWAY, SUITE 109
 SUGAR LAND, TX 77479-6538
 TELEPHONE NO.(281) 635-4672 ext.

18a. PAYMENT WILL BE MADE BY CODE
 DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City
 MARAD A/P WR Invoices Branch, AMZ-150 PO Box 25710,
 Oklahoma City, OK 73125

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA - 2007 - 70X - 4303000 - 70 - 0761 - 33 - 40MISO - 9 - 33 - 40MISO - 0 - - 25431 - 0761 - 0000 - 00

26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 16,200.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. _____ Proposal _____ OFFER
 DATED 03/08/2007 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: 0001

30a. SIGNATURE OF OFFEROR/CONTRACTOR
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)


30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED
 Debra K. Velmere 03/13/2007

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

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Total Funding: \$16,200.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2007	70X	4303000	70	0761	33	40MISO	9	33	40MISO	0	

Division	Closed FYs	Cancelled Fund
25431	0761 0000	00

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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OFFICE TRAINING PRWR0700035

0001	NS5 OFFICE TRAINING	06/30/2007	1.00	LOT	\$16,200.000	\$ 16,200.00
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The proposed procurement is for the services of Mr. Michael Johnson, principal of Management Systems Consulting, LLC, Inc. of Sugar Land, Texas, to provide consulting services and deliverables to the Maritime Administration (MARAD) Western Region staff. Mr. Johnson is to provide 5.5 days of consulting services the week of March 18th. The week of March 26th Mr. Johnson will develop course and workbooks for training that will take place on April 2-3rd, 2007 California Maritime Academy, in the city of Vallejo CA. Mr. Johnson will return to the Western Region Maritime Administration San Francisco office April 4-5, 2007 for final consulting services.

SEE ATTACHED.

Ref Req No: PRWR0700035

Funding Information:

- 2007 - 70X - 4303000 - 70 - 0761 - 33 - 40MISO - 9 - 33 - 40MISO - 0 -
- 25431 - 0761 - 0000 - 00
\$16,200.00

Total Cost: \$16,200.00

Distribution: R Carter, S Tao, S Wong

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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://www.acqnet.gov/far/current/html/FARMTOC.html>

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

[Insert one or more Internet addresses]

Clause	Title	Date
52.204-06	Data Universal Numbering System (DUNS) Number	October 2003
52.212-01	Instructions to Offerors--Commercial Items	September 2006
52.212-04	Contract Terms and Conditions--Commercial Items	February 2007
52.232-36	Payment by Third Party	May 1999
52.239-01	Privacy or Security Safeguards	August 1996

2 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -
COMMERCIAL ITEMS

NOVEMBE
R 2006

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) Definitions. As used in this provision:

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

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

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

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

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;

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- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"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.

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

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

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting

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requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- TIN: _____.
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) Common parent.

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:
 Name _____.
 TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

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

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

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

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

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

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

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

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

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51--100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

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

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

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

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

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

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

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal 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 (c)(10)(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.

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

(1) Previous contracts and compliance. The offeror represents that--

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component", "domestic end product", "end product", "foreign end product", and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian end product," "component", "domestic end product", "end product", "foreign end product", "Free Trade Agreement country", and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act"

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

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(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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

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

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

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(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

- (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
(2) Outside the United States.

(k)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)

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

(2) 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 shall 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) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

___ (4) [Reserved]

___ (5)(i) 52.219-6, Notice of Total Small Business Set-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.

___ (6)(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.

___ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEPT 2006) (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.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (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.

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___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X___ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X___ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

X___ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X___ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).

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

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

___ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (29) 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)).

___ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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

___ (32) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (35)(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.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

___ (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) (NOV 2006) (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 (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

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(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) 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.

(f) 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.

(g) 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 separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. 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.

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(h) 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.

(i) 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.

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SECTION A -- SOLICITATION/CONTRACT FORM

A.1 PRICING AND TRAVEL EXPENSES

Daily Rate is \$900.

Hourly Rate is \$112.50

Travel time is 1/2 daily rate

Expenses are at cost.

Travel is to be in accordance with Federal Travel Regulations.

Per Diem rate for San Francisco is \$140 for lodging, \$64 for M&IE and \$48 first and last day.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

Statement of Work

The proposed procurement is for the services of Mr. Michael Johnson, principal of Management Systems Consulting, LLC, Inc. of Sugar Land, Texas, to provide consulting services and deliverables to the Maritime Administration (MARAD) Western Region staff.

Prepare for and provide a two-day training course on NS5 to California Maritime Academy (CMA) personnel including a basic overview and detailed instruction using the shipboard database.

Contractor shall provide consulting services to MARAD in a workshop environment in the Western Region offices. Provide deliverables in the form of documentation of developed hierarchy structures and methodology, vessel maintenance plan methodology and procedures for implementation in NS5. Provide a list of short and long-term goals for MARAD WR to pursue in developing best business practices in order to derive the best benefit from NS5 features. This phase of consulting services shall commence on or about 18 MAR 07 and complete on/about 06 APR 07.

1. Contractor shall review a MARAD-generated deliverable of a steam and motor shipboard equipment hierarchy and implementation methodology. Steam hierarchy is based on Gopher State and Cape May models. Motor ship hierarchy is based on Cape V and Cape T models. Validate this MARAD deliverable in terms of value and advise MARAD on any changes and improvements to establish standards to a fourth tier level of equipment hierarchy. Deliverable shall document the validation process of the MARAD deliverable; and, Deliverable shall be written guidance detailing how MARAD should construct a proper equipment hierarchy with instructions to accomplish the step-by-step process of modifying the existing hierarchy to the new standard.

2. Contractor shall utilize the validated standards to develop instructions and guidance for building an equipment hierarchy standard to a fourth level for the motor vessel, Cape Hudson and the steam vessel, Cape Inscription. Deliverable shall be a set of instructions and guidance detailing how MARAD should construct a proper equipment hierarchy for the above mentioned vessels.

3. Vessel maintenance plan methodology and procedures for implementation in NS5. Evaluate the efficiency of a spreadsheet or other formats for most efficiently loading maintenance plan into NS5. Deliverable shall be a set of instructions detailing accomplishment of maintenance plan loading.

4. Contactor shall participate in brainstorming session(s) with MARAD and ship manager personnel to examine the existing RMS Business Protocol and develop an overarching policy and set of principles that help ensure the viability of NS5 as the backbone of the RMS system. Policy to be discussed may include topics such as, User rights, index terms, and job index. Central to these discussions shall be the theme of maximizing the potential, efficiency and effectiveness of the NS5 software system to support the MARAD business processes and its incorporation as the MARAD RMS. Deliverable shall be recommended changes to the RMS Business Protocol and a list of items to satisfy both achievable short and long-term goals for NS5 use in MARAD.

5. Contractor shall assist MARAD in developing guidance and procedures for applying NS5 into the business processes of school ship, GAA contract, reserve fleet, warehouse and direct office requisition activities. Deliverable shall be a comprehensive implementation plan for each of these business segments.

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6. Contractor shall provide a two-day training course in NS5 to California Maritime Academy (CMA) personnel. Develop and provide courseware to accompany the classroom instruction for twelve participants. The course shall address the specific requirements of CMA business processes utilized in the operation of the training vessel, Golden Bear. Instruction shall include discussion of equipment and parts hierarchy, work orders and requisitions, standard jobs and shipboard IT support.

Newly-installed database aboard training ship shall be used in instruction. This data base consists of migrated PC-SAL data and hierarchy set according to the current motorship standard. PM and work order history from Sea Star may be already loaded.

SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 WAGE DETERMINATION

05-2059 CA,SAN FRANCISCO

WAGE DETERMINATION NO: 05-2059 REV (03) AREA: CA,SAN FRANCISCO

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:05-2060

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2059
William W.Gross Division of | Revision No.: 3
Director Wage Determinations| Date Of Revision: 11/29/2006

State: California

Area: California Counties of Marin, San Francisco, San Mateo

OCCUPATION NOTE:

Janitor: The rate for the Janitor occupation applies to Marin and San Mateo Counties Only. See Wage Determination 1974-1257 for wage rates and fringe benefits for San Francisco County.

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	15.55
01012 - Accounting Clerk II	17.52
01013 - Accounting Clerk III	20.57
01020 - Administrative Assistant	28.42
01040 - Court Reporter	20.98
01051 - Data Entry Operator I	14.53
01052 - Data Entry Operator II	15.85
01060 - Dispatcher, Motor Vehicle	22.88
01070 - Document Preparation Clerk	15.51
01090 - Duplicating Machine Operator	15.51
01111 - General Clerk I	15.87

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01112 - General Clerk II	17.31
01113 - General Clerk III	19.60
01120 - Housing Referral Assistant	25.61
01141 - Messenger Courier	14.20
01191 - Order Clerk I	15.60
01192 - Order Clerk II	17.02
01261 - Personnel Assistant (Employment) I	17.85
01262 - Personnel Assistant (Employment) II	20.08
01263 - Personnel Assistant (Employment) III	22.74
01270 - Production Control Clerk	22.74
01280 - Receptionist	15.03
01290 - Rental Clerk	19.43
01300 - Scheduler, Maintenance	19.31
01311 - Secretary I	19.31
01312 - Secretary II	23.36
01313 - Secretary III	25.61
01320 - Service Order Dispatcher	22.50
01410 - Supply Technician	25.84
01420 - Survey Worker	17.95
01531 - Travel Clerk I	14.34
01532 - Travel Clerk II	16.14
01533 - Travel Clerk III	18.01
01611 - Word Processor I	18.07
01612 - Word Processor II	20.29
01613 - Word Processor III	22.69
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.68
05010 - Automotive Electrician	24.75
05040 - Automotive Glass Installer	21.60
05070 - Automotive Worker	24.75
05110 - Mobile Equipment Servicer	21.54
05130 - Motor Equipment Metal Mechanic	25.85
05160 - Motor Equipment Metal Worker	23.66
05190 - Motor Vehicle Mechanic	25.64
05220 - Motor Vehicle Mechanic Helper	20.21
05250 - Motor Vehicle Upholstery Worker	22.61
05280 - Motor Vehicle Wrecker	23.66
05310 - Painter, Automotive	24.75
05340 - Radiator Repair Specialist	23.66
05370 - Tire Repairer	17.44
05400 - Transmission Repair Specialist	25.85
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.24
07041 - Cook I	13.60
07042 - Cook II	18.24
07070 - Dishwasher	12.45
07130 - Food Service Worker	12.45
07210 - Meat Cutter	18.24
07260 - Waiter/Waitress	13.50
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.82
09040 - Furniture Handler	15.17
09080 - Furniture Refinisher	21.82

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09090 - Furniture Refinisher Helper	17.82
09110 - Furniture Repairer, Minor	19.37
09130 - Upholsterer	21.82
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.45
11060 - Elevator Operator	12.62
11090 - Gardener	20.90
11122 - Housekeeping Aide	14.40
11150 - Janitor	14.89
11210 - Laborer, Grounds Maintenance	18.23
11240 - Maid or Houseman	12.80
11260 - Pruner	16.39
11270 - Tractor Operator	20.01
11330 - Trail Maintenance Worker	18.23
11360 - Window Cleaner	16.07
12000 - Health Occupations	
12010 - Ambulance Driver	19.65
12011 - Breath Alcohol Technician	19.65
12012 - Certified Occupational Therapist Assistant	21.31
12015 - Certified Physical Therapist Assistant	27.48
12020 - Dental Assistant	15.80
12025 - Dental Hygienist	37.88
12030 - EKG Technician	24.99
12035 - Electroneurodiagnostic Technologist	24.99
12040 - Emergency Medical Technician	19.65
12071 - Licensed Practical Nurse I	15.81
12072 - Licensed Practical Nurse II	17.73
12073 - Licensed Practical Nurse III	19.84
12100 - Medical Assistant	16.90
12130 - Medical Laboratory Technician	19.75
12160 - Medical Record Clerk	18.55
12190 - Medical Record Technician	20.40
12195 - Medical Transcriptionist	18.55
12210 - Nuclear Medicine Technologist	33.85
12221 - Nursing Assistant I	12.08
12222 - Nursing Assistant II	13.59
12223 - Nursing Assistant III	14.82
12224 - Nursing Assistant IV	16.63
12235 - Optical Dispenser	15.90
12236 - Optical Technician	14.21
12250 - Pharmacy Technician	18.69
12280 - Phlebotomist	16.32
12305 - Radiologic Technologist	30.15
12311 - Registered Nurse I	34.14
12312 - Registered Nurse II	41.77
12313 - Registered Nurse II, Specialist	41.77
12314 - Registered Nurse III	50.54
12315 - Registered Nurse III, Anesthetist	50.54
12316 - Registered Nurse IV	57.93
12317 - Scheduler (Drug and Alcohol Testing)	28.39
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.11
13012 - Exhibits Specialist II	27.20

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13013 - Exhibits Specialist III	32.74	
13041 - Illustrator I	21.52	
13042 - Illustrator II	25.66	
13043 - Illustrator III	31.39	
13047 - Librarian	35.64	
13050 - Library Aide/Clerk	20.80	
13054 - Library Information Technology Systems Administrator		25.74
13058 - Library Technician	19.95	
13061 - Media Specialist I	17.94	
13062 - Media Specialist II	20.07	
13063 - Media Specialist III	22.39	
13071 - Photographer I	18.74	
13072 - Photographer II	20.97	
13073 - Photographer III	25.66	
13074 - Photographer IV	31.43	
13075 - Photographer V	38.04	
13110 - Video Teleconference Technician		17.94
14000 - Information Technology Occupations		
14041 - Computer Operator I	18.22	
14042 - Computer Operator II	20.39	
14043 - Computer Operator III	22.74	
14044 - Computer Operator IV	25.26	
14045 - Computer Operator V	27.62	
14071 - Computer Programmer I (1)	23.67	
14072 - Computer Programmer II (1)	27.62	
14073 - Computer Programmer III (1)	27.62	
14074 - Computer Programmer IV (1)	27.62	
14101 - Computer Systems Analyst I (1)	27.62	
14102 - Computer Systems Analyst II (1)	27.62	
14103 - Computer Systems Analyst III (1)	27.62	
14150 - Peripheral Equipment Operator	17.84	
14160 - Personal Computer Support Technician		25.49
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		31.11
15020 - Aircrew Training Devices Instructor (Rated)		37.64
15030 - Air Crew Training Devices Instructor (Pilot)		41.40
15050 - Computer Based Training Specialist / Instructor		35.21
15060 - Educational Technologist	25.83	
15070 - Flight Instructor (Pilot)	41.40	
15080 - Graphic Artist	25.54	
15090 - Technical Instructor	23.70	
15095 - Technical Instructor/Course Developer		29.00
15110 - Test Proctor	21.64	
15120 - Tutor	21.64	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	10.65	
16030 - Counter Attendant	10.65	
16040 - Dry Cleaner	13.82	
16070 - Finisher, Flatwork, Machine	10.65	
16090 - Presser, Hand	10.65	
16110 - Presser, Machine, Drycleaning	10.65	
16130 - Presser, Machine, Shirts	10.65	
16160 - Presser, Machine, Wearing Apparel, Laundry		10.65

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16190 - Sewing Machine Operator	14.76
16220 - Tailor	15.95
16250 - Washer, Machine	11.76
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.25
19040 - Tool And Die Maker	26.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.78
21030 - Material Coordinator	23.33
21040 - Material Expediter	23.33
21050 - Material Handling Laborer	16.69
21071 - Order Filler	15.31
21080 - Production Line Worker (Food Processing)	17.78
21110 - Shipping Packer	17.79
21130 - Shipping/Receiving Clerk	17.79
21140 - Store Worker I	12.70
21150 - Stock Clerk	17.48
21210 - Tools And Parts Attendant	17.78
21410 - Warehouse Specialist	17.78
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.57
23021 - Aircraft Mechanic I	24.33
23022 - Aircraft Mechanic II	25.57
23023 - Aircraft Mechanic III	26.85
23040 - Aircraft Mechanic Helper	17.69
23050 - Aircraft, Painter	21.51
23060 - Aircraft Servicer	20.51
23080 - Aircraft Worker	21.83
23110 - Appliance Mechanic	22.85
23120 - Bicycle Repairer	18.57
23125 - Cable Splicer	24.33
23130 - Carpenter, Maintenance	25.59
23140 - Carpet Layer	25.03
23160 - Electrician, Maintenance	33.84
23181 - Electronics Technician Maintenance I	23.36
23182 - Electronics Technician Maintenance II	26.17
23183 - Electronics Technician Maintenance III	28.20
23260 - Fabric Worker	22.25
23290 - Fire Alarm System Mechanic	26.76
23310 - Fire Extinguisher Repairer	20.75
23311 - Fuel Distribution System Mechanic	27.41
23312 - Fuel Distribution System Operator	21.58
23370 - General Maintenance Worker	20.64
23380 - Ground Support Equipment Mechanic	24.33
23381 - Ground Support Equipment Servicer	20.51
23382 - Ground Support Equipment Worker	21.83
23391 - Gunsmith I	19.05
23392 - Gunsmith II	21.61
23393 - Gunsmith III	24.09
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.18
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
25.41	
23430 - Heavy Equipment Mechanic	23.69

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23440 - Heavy Equipment Operator	28.66	
23460 - Instrument Mechanic	26.61	
23465 - Laboratory/Shelter Mechanic	22.85	
23470 - Laborer	16.00	
23510 - Locksmith	21.82	
23530 - Machinery Maintenance Mechanic	24.25	
23550 - Machinist, Maintenance	25.67	
23580 - Maintenance Trades Helper	16.99	
23591 - Metrology Technician I	26.61	
23592 - Metrology Technician II	27.96	
23593 - Metrology Technician III	28.50	
23640 - Millwright	24.33	
23710 - Office Appliance Repairer	23.08	
23760 - Painter, Maintenance	22.95	
23790 - Pipefitter, Maintenance	30.92	
23810 - Plumber, Maintenance	30.58	
23820 - Pneudraulic Systems Mechanic	24.92	
23850 - Rigger	23.00	
23870 - Scale Mechanic	22.80	
23890 - Sheet-Metal Worker, Maintenance	27.86	
23910 - Small Engine Mechanic	21.21	
23931 - Telecommunications Mechanic I	24.33	
23932 - Telecommunications Mechanic II	27.12	
23950 - Telephone Lineman	23.11	
23960 - Welder, Combination, Maintenance	23.00	
23965 - Well Driller	24.09	
23970 - Woodcraft Worker	24.33	
23980 - Woodworker	18.27	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	12.60	
24580 - Child Care Center Clerk	16.80	
24610 - Chore Aide	11.40	
24620 - Family Readiness And Support Services Coordinator	15.20	
24630 - Homemaker	15.15	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	31.81	
25040 - Sewage Plant Operator	27.91	
25070 - Stationary Engineer	31.81	
25190 - Ventilation Equipment Tender	23.23	
25210 - Water Treatment Plant Operator	27.91	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	22.46	
27007 - Baggage Inspector	12.38	
27008 - Corrections Officer	29.43	
27010 - Court Security Officer	32.10	
27030 - Detection Dog Handler	22.86	
27040 - Detention Officer	29.43	
27070 - Firefighter	29.02	
27101 - Guard I	12.38	
27102 - Guard II	22.86	
27131 - Police Officer I	38.75	
27132 - Police Officer II	43.05	
28000 - Recreation Occupations		

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28041 - Carnival Equipment Operator	15.59	
28042 - Carnival Equipment Repairer	16.60	
28043 - Carnival Equipment Worker	12.45	
28210 - Gate Attendant/Gate Tender	13.88	
28310 - Lifeguard	12.37	
28350 - Park Attendant (Aide)	15.53	
28510 - Recreation Aide/Health Facility Attendant	11.34	
28515 - Recreation Specialist	15.79	
28630 - Sports Official	12.37	
28690 - Swimming Pool Operator	20.06	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	22.70	
29020 - Hatch Tender	22.70	
29030 - Line Handler	22.70	
29041 - Stevedore I	21.49	
29042 - Stevedore II	23.55	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (2)	37.03	
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.54	
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	28.12	
30021 - Archeological Technician I	21.08	
30022 - Archeological Technician II	24.34	
30023 - Archeological Technician III	30.12	
30030 - Cartographic Technician	29.05	
30040 - Civil Engineering Technician	26.28	
30061 - Drafter/CAD Operator I	22.89	
30062 - Drafter/CAD Operator II	25.61	
30063 - Drafter/CAD Operator III	26.67	
30064 - Drafter/CAD Operator IV	32.81	
30081 - Engineering Technician I	16.90	
30082 - Engineering Technician II	18.97	
30083 - Engineering Technician III	21.21	
30084 - Engineering Technician IV	26.28	
30085 - Engineering Technician V	32.14	
30086 - Engineering Technician VI	37.98	
30090 - Environmental Technician	25.66	
30210 - Laboratory Technician	23.27	
30240 - Mathematical Technician	26.60	
30361 - Paralegal/Legal Assistant I	20.71	
30362 - Paralegal/Legal Assistant II	25.66	
30363 - Paralegal/Legal Assistant III	31.39	
30364 - Paralegal/Legal Assistant IV	37.98	
30390 - Photo-Optics Technician	29.62	
30461 - Technical Writer I	24.56	
30462 - Technical Writer II	29.92	
30463 - Technical Writer III	36.20	
30491 - Unexploded Ordnance (UXO) Technician I	23.54	
30492 - Unexploded Ordnance (UXO) Technician II	28.48	
30493 - Unexploded Ordnance (UXO) Technician III	34.13	
30494 - Unexploded (UXO) Safety Escort	23.54	
30495 - Unexploded (UXO) Sweep Personnel	23.54	
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	22.24	
30621 - Weather Observer, Senior (3)	24.71	

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31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.39
31030 - Bus Driver	20.01
31043 - Driver Courier	15.33
31260 - Parking and Lot Attendant	12.49
31290 - Shuttle Bus Driver	17.28
31310 - Taxi Driver	15.44
31361 - Truckdriver, Light	16.50
31362 - Truckdriver, Medium	19.05
31363 - Truckdriver, Heavy	22.39
31364 - Truckdriver, Tractor-Trailer	22.39
99000 - Miscellaneous Occupations	
99030 - Cashier	13.32
99050 - Desk Clerk	13.67
99095 - Embalmer	23.54
99251 - Laboratory Animal Caretaker I	15.27
99252 - Laboratory Animal Caretaker II	16.53
99310 - Mortician	23.54
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	14.26
99710 - Recycling Laborer	24.67
99711 - Recycling Specialist	26.05
99730 - Refuse Collector	22.19
99810 - Sales Clerk	13.48
99820 - School Crossing Guard	13.75
99830 - Survey Party Chief	39.01
99831 - Surveying Aide	22.54
99832 - Surveying Technician	26.52
99840 - Vending Machine Attendant	15.59
99841 - Vending Machine Repairer	18.24
99842 - Vending Machine Repairer Helper	15.59

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per 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 12 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: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an

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

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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.