

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

1. REQUISITION NUMBER
 PRSAR090415

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 07/17/2009 4. ORDER NUMBER DTMA2P09117 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 DOT/Maritime Administration, Atlantic Division Acquisition
 Office of Acquisition, MRG-7200
 7737 Hampton Boulevard, Building 19, Suite 300
 Norfolk, VA 23505
 TEL: (757) 441-3245 ext.
 FAX: (757) 441-6080 ext.

10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: 0.00% FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS 8(A)
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 NAICS:
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO DOT/Maritime Administration, MRG-7100
 7737 Hampton Boulevard, Building 19, Suite 300
 Norfolk, VA 23505
Attn: Karen L. Brown

16. ADMINISTERED BY DOT/Maritime Administration, Atlantic Division Acquisition
 Office of Acquisition, MRG-7200, 7737 Hampton Boulevard, Building 19, Suite 300
 Norfolk, VA 23505

17a. CONTRACTOR/OFFEROR VIRGINIA PORT AUTHORITY
 101 W MAIN ST 600 WORLD TRADE CENTER
 NORFOLK, VA 23510-1679
 TELEPHONE NO. (757) 683-2170 ext.

18a. PAYMENT WILL BE MADE BY DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City
 MARAD A/P SAR 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 - 2009 - X4303 - RRF 931 - 40 - MIS0 - 0 - 0000 - 000000 - 70 - 096131 - 40 - MIS0 - 25408 - 6100 - 6600 -

26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 3,376.00

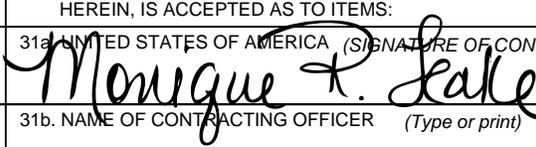
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

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. IT'S ELECTRIC QUOTE OFFER
 DATED 07/15/2009. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

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
 Monique Leake 07/17/2009

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

Line Item Summary	Document Number DTMA2P09117	Title ELECTRICAL NEW BLDG	Page 3 of 25
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Total Funding: \$3,376.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2009	X4303	RRF 931	40	MISO	0	0000	000000	70	096131	40	MISO

Division	Closed FYs	Cancelled Fund
25408	6100 6600	

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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DUNS #782018167

0001	ELECTRICAL WORK FOR NEW DAO BUILDING	(07/17/2009 to 07/24/2009)	1.00	JOB	\$3,376.000	\$ 3,376.00
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Issued for Contractor to provide additional electrical work required for new DAO office space.

Reception Area - Add one (1) circuit and one (1) IG circuit and connect to the pre-wired desk.

Administration Area - Add one (1) circuit, run it and circuit P1-39 down the wall to the pre-wired admin desk.

Modular Furniture Area - Add three (3) circuits at P1-37 location.

All work is to meet minimum local code requirements.

NOTE: Reference quote from subcontractor, It's Electric, Inc., dated July 15, 2009.

Ref Req No: PRSAR090415

Funding Information:

- 2009 - X4303 - RRF 931 - 40 - MISO - 0 - 0000 - 000000 - 70 - 096131

- 40 - MISO - 25408 - 6100 - 6600 -

\$3,376.00

Total Cost: \$3,376.00

In order for an invoice to be processed for payment, it must include your Federal ID Number, Purchase Order Number, and Invoice Number. Without these numbers, your invoice will be returned and payment will be delayed.

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COMMERCIAL CLAUSES

1 INVOICE SUBMISSION

INVOICE SUBMISSION - MARAD/SAR

The Contractor may submit invoices in either electronic or paper format. Electronic submission is preferred.

(1) Electronic invoices shall be addressed to MARADInvoices@faa.gov

Electronic invoices shall conform to the following criteria, or be subject to rejection:

- a. Invoice and supporting documentation shall be in Adobe Acrobat (pdf) format.
- b. The e-mail subject shall include the contract/purchase order number and invoice number. If this information is omitted from the invoice, then invoice will be returned and payment will be delayed.
- c. The transmitting e-mail shall include the following information: Name of the Contractor; Invoice date and number; Invoice amount; Contract number and, if applicable, the order or modification number; Terms of any discount for prompt payment offered; Payment instructions (i.e., financial institution, ABA routing #, account #)

(2) Paper invoices shall be submitted to one of the following addresses. Multiple copies are not required.

MARAD A/P SAR Invoices Branch
 AMZ-150
 PO Box 25710
 Oklahoma City, OK 73125

If a street address is required for delivery (i.e., Federal Express), the following address may be used in lieu of the post office box:

MARAD A/P SAR Invoices Branch
 AMZ-150
 6500 S MacArthur Blvd.
 Oklahoma City, OK 73169

2 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS MARCH 2009

(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—

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- (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 52.233-01, 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 52.202-01, 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 or 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.

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(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 as 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

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(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; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly Am

(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 52.212-05; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if

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this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (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 FAR 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; and (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 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.

3 52.212-05 **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
COMMERCIAL ITEMS** **APRIL 2009**

(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) 52.233-03, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-04, 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:

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[Contracting Officer shall check as appropriate.]

___ (1) 52.203-06, 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 (DEC 2008) (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 (Section 1553 of Pub. L. 111-5).

___ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

___ (5) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

___ (6) 52.219-04, 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).

___ (7) [Reserved]

___ (8)(i) 52.219-06, 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.

___ (9)(i) 52.219-07 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.

___ (10) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (11)(i) 52.219-09, Small Business Subcontracting Plan (APR 2008) (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.

___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (14)(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.

___ (15) 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).

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(16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

(18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

(19) 52.222-03, Convict Labor (June 2003) (E.O. 11755).

(20) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

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

(22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(23) 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).

(24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(25) 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).

(26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(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) 52.223-09, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (MAY 2008) of 52.223-09 (42 U.S.C. 6962(i)(2)(C)).

(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) 52.225-01, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

(32)(i) 52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (AUG 2007) (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.

(33) 52.225-05, Trade Agreements (MAR 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

___ (35) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

___ (36) 52.226-05, 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).

___ (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 (May 1999) (31 U.S.C. 3332).

___ (42) 52.239-01, 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.).

___ (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.).

___ (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) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

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

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(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 (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 (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-08, 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) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act

(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 (SEPT 2006) (38 U.S.C. 4212).

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

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

(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) 52.226-06, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-06.

(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)

4 DOL WAGE DETERMINATION

WD 05-2544 (Rev.-10) was first posted on www.wdol.gov on 06/02/2009

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

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| Wage Determination No.: 2005-2544

Shirley F. Ebbesen Division of | Revision No.: 10
 Director Wage Determinations | Date Of Revision: 05/26/2009

States: North Carolina, Virginia

Area: North Carolina Counties of Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans

Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Southampton, Suffolk, Surry, Virginia Beach, Williamsburg, York

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	13.35	
01012 - Accounting Clerk II	15.60	
01013 - Accounting Clerk III	17.45	
01020 - Administrative Assistant	22.28	
01040 - Court Reporter	17.11	
01051 - Data Entry Operator I	11.04	
01052 - Data Entry Operator II	13.90	
01060 - Dispatcher, Motor Vehicle	16.01	
01070 - Document Preparation Clerk	12.01	
01090 - Duplicating Machine Operator	12.01	
01111 - General Clerk I	10.98	

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01112 - General Clerk II	13.37
01113 - General Clerk III	14.95
01120 - Housing Referral Assistant	19.08
01141 - Messenger Courier	11.45
01191 - Order Clerk I	13.46
01192 - Order Clerk II	17.61
01261 - Personnel Assistant (Employment) I	15.58
01262 - Personnel Assistant (Employment) II	17.42
01263 - Personnel Assistant (Employment) III	19.43
01270 - Production Control Clerk	21.96
01280 - Receptionist	11.77
01290 - Rental Clerk	12.86
01300 - Scheduler, Maintenance	15.30
01311 - Secretary I	15.30
01312 - Secretary II	17.11
01313 - Secretary III	19.08
01320 - Service Order Dispatcher	15.37
01410 - Supply Technician	22.28
01420 - Survey Worker	13.82
01531 - Travel Clerk I	11.04
01532 - Travel Clerk II	11.78
01533 - Travel Clerk III	12.57
01611 - Word Processor I	13.03
01612 - Word Processor II	14.63
01613 - Word Processor III	16.36
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.34
05010 - Automotive Electrician	19.12
05040 - Automotive Glass Installer	18.26
05070 - Automotive Worker	18.26
05110 - Mobile Equipment Servicer	16.50
05130 - Motor Equipment Metal Mechanic	20.02
05160 - Motor Equipment Metal Worker	18.26
05190 - Motor Vehicle Mechanic	20.02
05220 - Motor Vehicle Mechanic Helper	15.57
05250 - Motor Vehicle Upholstery Worker	17.36
05280 - Motor Vehicle Wrecker	18.26
05310 - Painter, Automotive	19.12
05340 - Radiator Repair Specialist	17.36
05370 - Tire Repairer	13.37
05400 - Transmission Repair Specialist	20.02
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.24
07041 - Cook I	9.67
07042 - Cook II	10.68
07070 - Dishwasher	7.85
07130 - Food Service Worker	9.13
07210 - Meat Cutter	15.33
07260 - Waiter/Waitress	8.00
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.23
09040 - Furniture Handler	14.67
09080 - Furniture Refinisher	17.63

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09090 - Furniture Refinisher Helper	14.36
09110 - Furniture Repairer, Minor	16.02
09130 - Upholsterer	18.34
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.98
11060 - Elevator Operator	10.98
11090 - Gardener	12.92
11122 - Housekeeping Aide	11.92
11150 - Janitor	11.92
11210 - Laborer, Grounds Maintenance	10.78
11240 - Maid or Houseman	8.39
11260 - Pruner	11.63
11270 - Tractor Operator	12.60
11330 - Trail Maintenance Worker	10.78
11360 - Window Cleaner	12.64
12000 - Health Occupations	
12010 - Ambulance Driver	16.84
12011 - Breath Alcohol Technician	15.31
12012 - Certified Occupational Therapist Assistant	22.62
12015 - Certified Physical Therapist Assistant	22.63
12020 - Dental Assistant	14.16
12025 - Dental Hygienist	31.09
12030 - EKG Technician	23.36
12035 - Electroneurodiagnostic Technologist	23.36
12040 - Emergency Medical Technician	16.84
12071 - Licensed Practical Nurse I	13.68
12072 - Licensed Practical Nurse II	15.29
12073 - Licensed Practical Nurse III	17.06
12100 - Medical Assistant	12.25
12130 - Medical Laboratory Technician	15.93
12160 - Medical Record Clerk	12.96
12190 - Medical Record Technician	14.50
12195 - Medical Transcriptionist	14.08
12210 - Nuclear Medicine Technologist	28.82
12221 - Nursing Assistant I	9.46
12222 - Nursing Assistant II	10.14
12223 - Nursing Assistant III	11.06
12224 - Nursing Assistant IV	12.29
12235 - Optical Dispenser	17.47
12236 - Optical Technician	15.08
12250 - Pharmacy Technician	15.75
12280 - Phlebotomist	12.32
12305 - Radiologic Technologist	23.79
12311 - Registered Nurse I	22.15
12312 - Registered Nurse II	27.10
12313 - Registered Nurse II, Specialist	27.10
12314 - Registered Nurse III	32.79
12315 - Registered Nurse III, Anesthetist	32.79
12316 - Registered Nurse IV	39.30
12317 - Scheduler (Drug and Alcohol Testing)	18.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.46
13012 - Exhibits Specialist II	25.36

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13013 - Exhibits Specialist III		29.19	
13041 - Illustrator I		20.00	
13042 - Illustrator II		24.56	
13043 - Illustrator III		29.67	
13047 - Librarian		32.67	
13050 - Library Aide/Clerk		10.41	
13054 - Library Information Technology Systems Administrator			22.91
13058 - Library Technician		15.25	
13061 - Media Specialist I		16.68	
13062 - Media Specialist II		18.66	
13063 - Media Specialist III		20.80	
13071 - Photographer I		12.66	
13072 - Photographer II		16.78	
13073 - Photographer III		20.39	
13074 - Photographer IV		22.64	
13075 - Photographer V		27.40	
13110 - Video Teleconference Technician			15.72
14000 - Information Technology Occupations			
14041 - Computer Operator I		15.19	
14042 - Computer Operator II		16.99	
14043 - Computer Operator III		18.95	
14044 - Computer Operator IV		21.05	
14045 - Computer Operator V		23.31	
14071 - Computer Programmer I	(see 1)	19.54	
14072 - Computer Programmer II	(see 1)	22.34	
14073 - Computer Programmer III	(see 1)	27.33	
14074 - Computer Programmer IV	(see 1)		
14101 - Computer Systems Analyst I	(see 1)		
14102 - Computer Systems Analyst II	(see 1)		
14103 - Computer Systems Analyst III	(see 1)		
14150 - Peripheral Equipment Operator		15.19	
14160 - Personal Computer Support Technician			21.05
15000 - Instructional Occupations			
15010 - Aircrew Training Devices Instructor (Non-Rated)			32.86
15020 - Aircrew Training Devices Instructor (Rated)			39.76
15030 - Air Crew Training Devices Instructor (Pilot)			43.67
15050 - Computer Based Training Specialist / Instructor			32.44
15060 - Educational Technologist		27.73	
15070 - Flight Instructor (Pilot)		43.67	
15080 - Graphic Artist		22.07	
15090 - Technical Instructor		20.89	
15095 - Technical Instructor/Course Developer			25.56
15110 - Test Proctor		17.61	
15120 - Tutor		17.61	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations			
16010 - Assembler		8.24	
16030 - Counter Attendant		8.24	
16040 - Dry Cleaner		10.31	
16070 - Finisher, Flatwork, Machine			8.24
16090 - Presser, Hand		8.24	
16110 - Presser, Machine, Drycleaning			8.24
16130 - Presser, Machine, Shirts		8.24	

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16160 - Presser, Machine, Wearing Apparel, Laundry	8.24
16190 - Sewing Machine Operator	11.01
16220 - Tailor	11.77
16250 - Washer, Machine	8.95
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.55
19040 - Tool And Die Maker	23.87
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.97
21030 - Material Coordinator	21.96
21040 - Material Expediter	21.96
21050 - Material Handling Laborer	10.63
21071 - Order Filler	10.64
21080 - Production Line Worker (Food Processing)	14.97
21110 - Shipping Packer	13.20
21130 - Shipping/Receiving Clerk	13.20
21140 - Store Worker I	11.98
21150 - Stock Clerk	14.99
21210 - Tools And Parts Attendant	14.97
21410 - Warehouse Specialist	14.97
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.99
23021 - Aircraft Mechanic I	22.03
23022 - Aircraft Mechanic II	22.99
23023 - Aircraft Mechanic III	23.93
23040 - Aircraft Mechanic Helper	16.24
23050 - Aircraft, Painter	20.06
23060 - Aircraft Servicer	18.10
23080 - Aircraft Worker	19.04
23110 - Appliance Mechanic	18.33
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	22.76
23130 - Carpenter, Maintenance	18.33
23140 - Carpet Layer	18.79
23160 - Electrician, Maintenance	20.86
23181 - Electronics Technician Maintenance I	21.82
23182 - Electronics Technician Maintenance II	22.95
23183 - Electronics Technician Maintenance III	24.11
23260 - Fabric Worker	17.81
23290 - Fire Alarm System Mechanic	19.21
23310 - Fire Extinguisher Repairer	16.18
23311 - Fuel Distribution System Mechanic	20.24
23312 - Fuel Distribution System Operator	16.35
23370 - General Maintenance Worker	17.43
23380 - Ground Support Equipment Mechanic	22.03
23381 - Ground Support Equipment Servicer	18.10
23382 - Ground Support Equipment Worker	19.04
23391 - Gunsmith I	16.18
23392 - Gunsmith II	18.33
23393 - Gunsmith III	19.81
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.21
23411 - Heating, Ventilation And Air Contditioning	20.05

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Mechanic (Research Facility)		
23430 - Heavy Equipment Mechanic		19.39
23440 - Heavy Equipment Operator		19.21
23460 - Instrument Mechanic		19.12
23465 - Laboratory/Shelter Mechanic		18.86
23470 - Laborer	10.39	
23510 - Locksmith	19.08	
23530 - Machinery Maintenance Mechanic		20.28
23550 - Machinist, Maintenance		19.21
23580 - Maintenance Trades Helper		14.81
23591 - Metrology Technician I		19.12
23592 - Metrology Technician II		20.04
23593 - Metrology Technician III		20.87
23640 - Millwright	25.36	
23710 - Office Appliance Repairer		17.89
23760 - Painter, Maintenance		18.33
23790 - Pipefitter, Maintenance		19.54
23810 - Plumber, Maintenance		18.65
23820 - Pneudraulic Systems Mechanic		19.81
23850 - Rigger	19.93	
23870 - Scale Mechanic		17.94
23890 - Sheet-Metal Worker, Maintenance		19.21
23910 - Small Engine Mechanic		17.94
23931 - Telecommunications Mechanic I		22.72
23932 - Telecommunications Mechanic II		24.91
23950 - Telephone Lineman		22.88
23960 - Welder, Combination, Maintenance		18.92
23965 - Well Driller	19.93	
23970 - Woodcraft Worker		19.81
23980 - Woodworker		15.72
24000 - Personal Needs Occupations		
24570 - Child Care Attendant		8.71
24580 - Child Care Center Clerk		13.48
24610 - Chore Aide	7.60	
24620 - Family Readiness And Support Services Coordinator		12.72
24630 - Homemaker	14.24	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	20.80	
25040 - Sewage Plant Operator		19.08
25070 - Stationary Engineer		20.80
25190 - Ventilation Equipment Tender		15.80
25210 - Water Treatment Plant Operator		19.08
27000 - Protective Service Occupations		
27004 - Alarm Monitor	16.63	
27007 - Baggage Inspector	11.07	
27008 - Corrections Officer	17.93	
27010 - Court Security Officer	19.60	
27030 - Detection Dog Handler	15.31	
27040 - Detention Officer	17.93	
27070 - Firefighter	17.86	
27101 - Guard I	11.07	
27102 - Guard II	15.31	

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27131 - Police Officer I	21.25	
27132 - Police Officer II	23.60	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	10.47	
28042 - Carnival Equipment Repairer	10.99	
28043 - Carnival Equipment Worker	7.46	
28210 - Gate Attendant/Gate Tender	13.72	
28310 - Lifeguard	12.22	
28350 - Park Attendant (Aide)	15.34	
28510 - Recreation Aide/Health Facility Attendant	11.20	
28515 - Recreation Specialist	19.01	
28630 - Sports Official	12.22	
28690 - Swimming Pool Operator	15.63	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	19.76	
29020 - Hatch Tender	19.76	
29030 - Line Handler	19.76	
29041 - Stevedore I	18.79	
29042 - Stevedore II	20.78	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.15	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.13	
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.69	
30021 - Archeological Technician I	16.62	
30022 - Archeological Technician II	17.30	
30023 - Archeological Technician III	22.85	
30030 - Cartographic Technician	24.93	
30040 - Civil Engineering Technician	22.86	
30061 - Drafter/CAD Operator I	17.14	
30062 - Drafter/CAD Operator II	19.17	
30063 - Drafter/CAD Operator III	21.38	
30064 - Drafter/CAD Operator IV	26.30	
30081 - Engineering Technician I	16.02	
30082 - Engineering Technician II	17.99	
30083 - Engineering Technician III	20.54	
30084 - Engineering Technician IV	24.93	
30085 - Engineering Technician V	30.49	
30086 - Engineering Technician VI	36.89	
30090 - Environmental Technician	19.88	
30210 - Laboratory Technician	18.55	
30240 - Mathematical Technician	24.93	
30361 - Paralegal/Legal Assistant I	15.19	
30362 - Paralegal/Legal Assistant II	18.82	
30363 - Paralegal/Legal Assistant III	23.02	
30364 - Paralegal/Legal Assistant IV	27.86	
30390 - Photo-Optics Technician	24.93	
30461 - Technical Writer I	21.00	
30462 - Technical Writer II	25.67	
30463 - Technical Writer III	31.06	
30491 - Unexploded Ordnance (UXO) Technician I	22.34	
30492 - Unexploded Ordnance (UXO) Technician II	27.03	
30493 - Unexploded Ordnance (UXO) Technician III	32.40	
30494 - Unexploded (UXO) Safety Escort	22.34	

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30495 - Unexploded (UXO) Sweep Personnel		22.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	21.38
30621 - Weather Observer, Senior	(see 2)	23.16
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		11.35
31030 - Bus Driver		14.34
31043 - Driver Courier		13.40
31260 - Parking and Lot Attendant		8.48
31290 - Shuttle Bus Driver		14.22
31310 - Taxi Driver		10.29
31361 - Truckdriver, Light		14.22
31362 - Truckdriver, Medium		15.59
31363 - Truckdriver, Heavy		17.75
31364 - Truckdriver, Tractor-Trailer		17.75
99000 - Miscellaneous Occupations		
99030 - Cashier		8.48
99050 - Desk Clerk		9.00
99095 - Embalmer		22.34
99251 - Laboratory Animal Caretaker I		9.86
99252 - Laboratory Animal Caretaker II		10.47
99310 - Mortician		27.96
99410 - Pest Controller		15.08
99510 - Photofinishing Worker		11.34
99710 - Recycling Laborer		14.96
99711 - Recycling Specialist		16.88
99730 - Refuse Collector		13.79
99810 - Sales Clerk		10.73
99820 - School Crossing Guard		11.64
99830 - Survey Party Chief		16.64
99831 - Surveying Aide		10.39
99832 - Surveying Technician		15.13
99840 - Vending Machine Attendant		12.92
99841 - Vending Machine Repairer		15.13
99842 - Vending Machine Repairer Helper		12.92

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.35 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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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.