

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W68MD9-4007-7521		PAGE 1 OF 25							
2. CONTRACT NO. W912DW-04-P-0102		3. AWARD/EFFECTIVE DATE 30-Jan-2004		4. ORDER NUMBER		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 USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329  TEL: 206-764-3772 FAX: 206-764-6817		CODE W912DW		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 7349 SIZE STANDARD:\$14 million			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS				
15. DELIVER TO SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385		CODE G370F00		16. ADMINISTERED BY USA ENGINEER DISTRICT, SEATTLE SCOTT BRITT PH:206-764-3517 FAX: 206-764-6817 SCOTT.W.BRITT@US.ARMY.MIL SEATTLE WA				CODE W912DW					
17a. CONTRACTOR/OFFEROR CLASSIC CLEANING YVONNE RIVERA 30125 SW BROWN ROAD #6 PO BOX 2114 WILSONVILLE OR 97070-9578  TEL. 503 314-5526		CODE 1RYQ2		18a. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE W66KQZ							
<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM											
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		<b>SEE SCHEDULE</b>											
25. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>								26. TOTAL AWARD AMOUNT <b>\$5,764.00</b>					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED													
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED													
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> 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: REFERENCE <input checked="" type="checkbox"/> OFFER DATED 28-Jan-2004. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS SEE SCHEDULE							
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Elaine M Ebert</i>				31c. DATE SIGNED 04-Feb-2004					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ELAINE M EBERT / CONTRACTING OFFICER TEL: (206) 764-6698 EMAIL: elaine.m.ebert@usace.army.mil							
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE						32c. DATE							
36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						37. CHECK NUMBER							
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY					
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42a. RECEIVED BY (Print)							
						42b. RECEIVED AT (Location)							
						42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$3,370.00	\$3,370.00

Salem, OR Janitorial Services  
FFP

Lease No. DACA675010006300

PROVIDE ALL LABOR AND MATERIALS FOR NON-PERSONAL JANITORIAL SERVICES AT THE ARMY RECRUITMENT OFFICES IN SALEM, OR IN ACCORDANCE WITH THE INCORPORATED SCHEDULE, STATEMENT OF WORK, AND APPLICABLE WAGE DECISION. THIS CONTRACT IS FOR ONE BASE PERIOD AND TWO OPTION PERIODS. AWARDED BASE PERIOD SERVICES WILL BEGIN ON FEBRUARY 1, 2004. PARTIAL PAYMENTS ARE AUTHORIZED.

Invoice address block 18a  
Send invoice copy to:  
Sharron Sturges CENWS-RE-RS  
PO BOX 3755  
Seattle WA 98124-3755

Web Invoicing System (WInS)WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

PURCHASE REQUEST NUMBER: W68MD9-4007-7521

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NET AMT \$3,370.00

ACRN AA Funded Amount \$3,370.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum	\$2,394.00	\$2,394.00

Wilsonville, OR Janitorial Services  
FFP

Lease No. DACA6750026100

PROVIDE ALL LABOR AND MATERIALS FOR NON-PERSONAL JANITORIAL SERVICES AT THE ARMY RECRUITMENT OFFICES IN WILSONVILLE, OR IN ACCORDANCE WITH THE INCORPORATED SCHEDULE, STATEMENT OF WORK, AND APPLICABLE WAGE DECISION. THIS CONTRACT IS FOR ONE BASE PERIOD AND TWO OPTION PERIODS. AWARDED BASE PERIOD SERVICES WILL BEGIN ON FEBRUARY 1, 2004. PARTIAL PAYMENTS ARE AUTHORIZED.

Invoice address block 18a

Send invoice copy to:

Sharron Sturges CENWS-RE-RS

PO BOX 3755

Seattle WA 98124-3755

PURCHASE REQUEST NUMBER: W68MD9-4007-7521

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NET AMT	\$2,394.00
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ACRN AA Funded Amount

\$2,394.00

FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 2142020000 088082 2540JJGJ52131996AA000 QDPW 35026  
COST 000000000000  
CODE:  
AMOUNT: \$5,764.00

Salem/Willsonville OR

SCHEDULE

A. **0001AA: BASE PERIOD:**

Applicable Wage Decision No. 94-2441 REV (20) AREA: OR, PORTLAND  
PERFORMANCE PERIOD IS 1 FEB 2004 - 31 JAN 2004

1. PROVIDE ALL MONTHLY CLEANING SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) EXCEPT AS IDENTIFIED IN PARAGRAPHS "E" AND "F" INCLUDING:

- i. SERVICES PERFORMED EACH MONDAY, WEDNESDAY, AND FRIDAY AS DESCRIBED IN PARAGRAPHS "A" AND "B"
- ii. SERVICES PERFORMED THE SECOND AND FOURTH MONDAY OF EACH MONTH AS DESCRIBED IN PARAGRAPH "C"
- iii. SERVICES PERFORMED THE FOURTH FRIDAY OF EVERY MONTH AS DESCRIBED IN PARAGRAPH "D"
- iv. SERVICES PERFORMED AS DIRECTED AS DESCRIBED IN PARAGRAPH "G"

RATE: \$397.00 PER MONTH X 12 MONTHS = \$4,764.00

2. PROVIDE ALL SERVICES THE FIRST WEEK OF DECEMBER, MARCH, JUNE, AND SEPTEMBER IN ACCORDANCE WITH PARAGRAPH "E" OF THE SOW.

RATE: \$150.00 PER MONTH X 4 MONTHS = \$600.00

3. PROVIDE ALL SERVICES IN NOVEMBER AND MAY IN ACCORDANCE WITH PARAGRAPH "F" OF THE SOW.

RATE: \$200.00 PER MONTH X 2 MONTHS = \$400.00

**B. 0001BB: FIRST OPTION PERIOD:**

Salem/Wilsonville OR

Applicable most current version of Wage Decision No. 94-2441 REV (20) AREA: OR, PORTLAND is incorporated at option award

PERFORMANCE PERIOD IS 1 FEB 2005 - 31 JAN 2006

1. PROVIDE ALL MONTHLY CLEANING SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) EXCEPT AS IDENTIFIED IN PARAGRAPHS "E" AND "F" INCLUDING:
  - i. SERVICES PERFORMED EACH MONDAY, WEDNESDAY, AND FRIDAY AS DESCRIBED IN PARAGRAPHS "A" AND "B"
  - ii. SERVICES PERFORMED THE SECOND AND FOURTH MONDAY OF EACH MONTH AS DESCRIBED IN PARAGRAPH "C"
  - iii. SERVICES PERFORMED THE FOURTH FRIDAY OF EVERY MONTH AS DESCRIBED IN PARAGRAPH "D"
  - iv. SERVICES PERFORMED AS DIRECTED AS DESCRIBED IN PARAGRAPH "G"

RATE: \$397.00 PER MONTH X 12 MONTHS = \$4,764.00

2. PROVIDE ALL SERVICES THE FIRST WEEK OF DECEMBER, MARCH, JUNE, AND SEPTEMBER IN ACCORDANCE WITH PARAGRAPH "E" OF THE SOW.

RATE: \$150.00 PER MONTH X 4 MONTHS = \$600.00

3. PROVIDE ALL SERVICES IN NOVEMBER AND MAY IN ACCORDANCE WITH PARAGRAPH "F" OF THE SOW.

RATE: \$200.00 PER MONTH X 2 MONTHS = \$400.00

**0001CC: SECOND OPTION PERIOD:**

Applicable most current version of Wage Decision No. 94-2441 REV (20) AREA: OR, PORTLAND is incorporated at option award

PERFORMANCE PERIOD IS 1 FEB 2006 - 31 JAN 2007

1. PROVIDE ALL MONTHLY CLEANING SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) EXCEPT AS IDENTIFIED IN PARAGRAPHS "E" AND "F" INCLUDING:
  - i. SERVICES PERFORMED EACH MONDAY, WEDNESDAY, AND FRIDAY AS DESCRIBED IN PARAGRAPHS "A" AND "B"
  - ii. SERVICES PERFORMED THE SECOND AND FOURTH MONDAY OF EACH MONTH AS DESCRIBED IN PARAGRAPH "C"
  - iii. SERVICES PERFORMED THE FOURTH FRIDAY OF EVERY MONTH AS DESCRIBED IN PARAGRAPH "D"
  - iv. SERVICES PERFORMED AS DIRECTED AS DESCRIBED IN PARAGRAPH "G"

RATE: \$397.00 PER MONTH X 12 MONTHS = \$4,764.00

2. PROVIDE ALL SERVICES THE FIRST WEEK OF DECEMBER, MARCH, JUNE, AND SEPTEMBER IN ACCORDANCE WITH PARAGRAPH "E" OF THE SOW.

RATE: \$150.00 PER MONTH X 4 MONTHS = \$600.00

3. PROVIDE ALL SERVICES IN NOVEMBER AND MAY IN ACCORDANCE WITH PARAGRAPH "F" OF THE SOW.

RATE: \$200.00 PER MONTH X 2 MONTHS = \$400.00

**STATEMENT OF WORK****1. EXTENT OF WORK:**

Furnish all necessary labor, supervision, materials, equipment and supplies to satisfactorily perform janitorial services, as described herein, at Recruitment Offices in various locations. Services shall be provided on Monday, Wednesday and Friday, unless stated otherwise in the schedule.

**2. BUILDING AREA / LOCATION:****a. Project 1: Salem OR and Wilsonville OR**

- i. Salem street address: 4555 Liberty Rd, WA, 98903 - Suite 340 (Army). The square footage is approximately 704 square feet.
- ii. Wilsonville street address: 8755 SW Citizens Drive, (Army). The square footage is approximately 500 square feet.

Square footage of carpeted area is not available at this time.

The size of the Government occupied space is approximate square footage. The space to be cleaned includes the following types:

General Office, Rest Rooms, and may include outdoor areas such as exterior windows, entry, and sidewalk.

**NOTE: The Government will not be responsible for any error or variation in the square footage listed nor will the Contractor, because of an error or variation in the square footage listed, be relieved of his responsibility to carry out the contract in accordance with the intent and meaning of the specifications without additional cost to the Government.**

**3. BUILDING OFFICE HOURS:**

The official working hours of the building occupants are 0800 hours to 1700 hours Monday through Friday except holidays. All services are required to be performed during normal office working hours. The Contractor is to arrange his/her cleaning schedule during these hours in a fashion that does not interfere with the office employees.

**4. SUPPLIES, MATERIALS, AND EQUIPMENT:**

The Contractor shall furnish all supplies, materials, and equipment necessary for the performance of the work of this contract, including but not limited to: Brooms; brushes; wiping, polishing, treated and untreated dusting cloths; wet mops; sweep mops; sponges; squeegees; paper towels; toilet tissue; hand soap; porcelain ware cleaner; plastic bag liners for sanitary napkin disposal receptacles and wastebaskets; liquid and powder detergents; glass cleaner; floor wax; floor stripper, metal polish; furniture polish; scouring powder, if required. As a minimum, these supplies and materials shall be of a quality to provide the required services. The Contractor shall not use any material which the Contracting Officer determines would be unsuitable for the purpose or harmful to any part of the building, its contents, or equipment.

All necessary cleaning equipment including, but not limited to, waxing and polishing machines, industrial type vacuum cleaners, as needed for the performance of the work of this contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the Contracting Officer. Equipment deemed by the Contracting Officer to be of improper type or design or inadequate for the purpose intended shall be replaced. Electrical power will be furnished by the Government at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of his work. Hot and cold water will also be made available as necessary for that purpose.

**5. CONDUCT OF CONTRACTOR'S EMPLOYEES:**

The Contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use. The Contractor shall require his employees to comply with the instructions, pertaining to conduct and building regulations, issued by the contracting officer's representative.

## 6. WORKMANSHIP:

All work shall be performed at the frequencies specified herein:

### A. SERVICES TO BE PERFORMED EACH MONDAY & WEDNESDAY:

#### (1) Rest rooms:

- (a) Wash the inside and outside of all water closets, seats, and urinals with a disinfectant detergent. Leave seats in a raised position; clean and wipe wash basin so they are free of all water marks.
- (b) Empty all trash receptacles; *maintain, clean, and sanitize trash cans*. Empty and disinfect all sanitary napkin dispensers and replace with new plastic liner bags.
- (c) Replenish all supplies such as paper towels, toilet paper, and soap.
- (d) *Spot clean wall surfaces, partitions, doors, and waste receptacles.*

#### (2) Office Area Cleaning:

- (a) Empty all wastebaskets; *maintain, clean, and sanitize trash cans*. Liners should be replaced in wastebaskets as required but not less than once per week.
- (b) Spot vacuum all carpeted office areas to remove all obvious surface dirt from the traffic area and from under furniture. Sweep and spot clean hard surface floors with a treated sweep-mop.
- (c) **Dust the horizontal surfaces of desks, files and tables with a treated dust cloth. Glass desk tops shall be cleaned with an untreated cloth.**

(3) Entrances, Hallways, and Corridors: Sweep or vacuum all floors; dust all surfaces and polish metal and wood surfaces.

(4) Wastepaper, Trash, and Debris Removal: Collect and remove all trash, debris, wastepaper and garbage from the building. Contractor shall assure that liquid and other debris is not deposited on the floor during collection and removal. All trash shall be disposed of in the proper locations and bins as designated by the lessor.

(5) Drinking Fountains: Clean and polish dry.

(6) Sidewalks, Parking Areas and Outside Entrances: Remove trash, debris or litter outside entrances. (**NOTE: Cleaning of sidewalk areas is limited to a reasonable distance from entrances and/or rear-exits of Recruiting offices .**)

### B. SERVICES TO BE PERFORMED EACH FRIDAY:

#### (1) Rest rooms:

- (a) Wash the inside and outside of all water closets, seats, and urinals with a disinfectant detergent. Leave seats in a raised position; clean and wipe wash basin so they are free of all water marks.
  - (b) Empty all trash receptacles; *maintain, clean, and sanitize trash cans*. Empty and disinfect all sanitary napkin dispensers and replace with new plastic liner bags.
  - (c) Replenish all supplies such as paper towels, toilet paper, and soap.
  - (d) ***Damp mop and disinfect all rest room fixtures and floors. No rust, incrustation, or water rings shall exist.***
- (2) Office Area Cleaning:
- (a) Empty all wastebaskets and dispose of trash at designated location.
  - (b) Vacuum all carpets to include use of crevice attachment to vacuum corners and edges of carpet.
  - (c) Dust all surfaces to include window sills, baseboards, woodwork, radiator/vents, venetian blinds.
- (3) Entrances, Hallways, and Corridors:
- (a) Wash inside/outside of glass doors. Polish and remove finger marks and smears on door frame.
  - (b) Damp mop and buff hard surface floors.
- (4) Drinking Fountains: Clean and polish dry.
- C. **SERVICES TO BE PERFORMED SECOND & FOURTH MONDAY OF EACH MONTH:**
- (1) Window/Glass Cleaning: Clean all window glass both inside and outside, glass over exterior and vestibule doors, clear/opaque glass in interior partitions, doors, and transoms.
  - (2) Room Cleaning: Clean and spot wash all vertical surfaces (including walls and partitions, knee wells, and table legs).
  - (3) Carpet Protectors: Damp mop carpet protectors.
- D. **SERVICES TO BE PERFORMED FOURTH FRIDAY OF EVERY MONTH:**
- (1) Floors: Wash, wax, and buff hard surface floors.
  - (2) Wastebaskets: Scour and disinfect wastebaskets.
  - (3) Furniture:
    - (a) Vinyl Furniture: Clean with appropriate chemical cleaner (not soap & water).

- (b) Wood Furniture: Clean with a wood cleaner or polish.
- (c) Metal Parts: Clean and polish.
- (d) Upholstered Furniture: Vacuum to remove dust and other particles.

E. SERVICES TO BE PERFORMED **QUARTERLY (1<sup>ST</sup> WEEK DEC, MAR, JUN, & SEP)**:

- (1) Office Partitions: Clean and dry without leaving streaks.
- (2) Wood Paneling: Clean with wood cleaner or polish.
- (3) Window Coverings: Clean venetian blinds, tapes and cords in accordance with manufacturer's recommendations.
- (4) Fixtures & Shields: Damp clean fixtures & shields.

F. SERVICES TO BE PERFORMED **SEMIANNUALLY (1<sup>ST</sup> WEEK NOV & MAY)**:

- (1) Carpets: Steam clean carpets, removing all dirt and non-permanent spots or stains;
- (2) Non-Carpeted Areas:
  - (a) Vinyl/tile floors: Strip, clean, wax (apply two coats), and buff to a high shine.
  - (b) Non-Wax Vinyl Floors: Treat with a sealer after being stripped.

G. SERVICES TO BE PERFORMED AS NEEDED OR DIRECTED BY THE CONTRACTING OFFICER'S REPRESENTATIVE:

- (1) Floor Maintenance - Carpeting:
  - (a) Corridors and Lobbies and other Multi-agency Use Space: The Contractor will be responsible for removal of spots and stains from carpets in corridors, lobbies, and other multi-agency use space such as conference rooms and test rooms., within the confines of the Armed Forces Recruiting Office.
  - (b) Other Carpeted Areas: Remove spots and stains from carpets in other occupied space.
- (2) Floor Maintenance - Non-carpeted Areas: Remove scuff marks from flooring.
- (3) Lighting: Furnish and replace light bulbs and fluorescent tubes as needed.
- (4) Floor Mats: The Contractor will furnish floor mats in entrance ways and lobbies which are to be maintained by the Contractor.
- (5) Refrigerator/microwave: The Contractor will clean these appliances upon request.

H. GENERAL INSTRUCTIONS:

- (1) Windows are to be closed, lights to be turned out when not in use; security rooms are to be locked; all "lost and found" type articles will be turned in to proper authorities; promptly report fires, hazardous conditions, and any items needing repairs (such as leaky faucets, toilet stoppage, and lighting problems).
- (2) Lighting: Contractor will replace all burned out lights as needed and/or within two working days of notification that lights need replacing. Bulbs and fluorescent tubes will be furnished by the Contractor.
- (3) The care of any potted plants within the office areas is not the responsibility of the Contractor.

I. RESPONSIBILITY FOR DAMAGES:

The janitorial contractor shall be responsible for all damages occurring by their performance or failure to perform under this contract.

J. SECURITY RESPONSIBILITIES:

The janitorial contractor shall be responsible for securing all doors to services, both interior doors to corridors and facility doors to exterior. Failure to secure the doors upon completion of the work can result in termination.

## CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	DEC 2003

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

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

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_(ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_(iii) Alternate II to (JUNE 2003) 52.219-5.

XX \_\_\_ (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.

\_\_\_ (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.

- \_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (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 (JUNE 2003) (Pub. L. 103-355, section 7102, and 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.
- \_\_\_ (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).
- XX \_\_\_ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- \_\_\_ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- XX \_\_\_ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- XX \_\_\_ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- \_\_\_ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- XX \_\_\_ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_\_\_ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_ (20)(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)).
- \_\_\_ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_\_\_ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

\_\_\_ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_ (27) 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)).

\_\_\_ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX \_\_\_ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 1984) 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.]

XX \_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX \_\_\_ (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.).

XX \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (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 (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (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 (vi) 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--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 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)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years; that is, one base period and two option periods.

(End of clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>

<http://www.farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(End of clause)

WAGE DECISION

WAGE DETERMINATION NO: 94-2441 REV (20) AREA: OR, PORTLAND

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

WASHINGTON D.C. 20210

William W.Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1994-2441

Revision No.: 20

Date Of Last Revision: 05/30/2003

States: Oregon, Washington

Area: Oregon Counties of Clackamas, Clatsop, Columbia, Gilliam, Hood River, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Yamhill

Washington Counties of Clark, Cowlitz, Klickitat, Pacific, Skamania, Wahkiakum

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.02
01012 - Accounting Clerk II	11.04
01013 - Accounting Clerk III	13.12
01014 - Accounting Clerk IV	15.79
01030 - Court Reporter	14.84
01050 - Dispatcher, Motor Vehicle	14.84
01060 - Document Preparation Clerk	11.76
01070 - Messenger (Courier)	8.95
01090 - Duplicating Machine Operator	11.40
01110 - Film/Tape Librarian	11.96
01115 - General Clerk I	7.48
01116 - General Clerk II	8.81
01117 - General Clerk III	11.30
01118 - General Clerk IV	13.26
01120 - Housing Referral Assistant	15.65
01131 - Key Entry Operator I	10.33
01132 - Key Entry Operator II	12.73
01191 - Order Clerk I	10.97

01192 - Order Clerk II	13.66
01261 - Personnel Assistant (Employment) I	10.74
01262 - Personnel Assistant (Employment) II	12.35
01263 - Personnel Assistant (Employment) III	14.81
01264 - Personnel Assistant (Employment) IV	16.34
01270 - Production Control Clerk	17.13
01290 - Rental Clerk	12.05
01300 - Scheduler, Maintenance	13.00
01311 - Secretary I	12.22
01312 - Secretary II	14.64
01313 - Secretary III	15.36
01314 - Secretary IV	18.25
01315 - Secretary V	20.00
01320 - Service Order Dispatcher	13.00
01341 - Stenographer I	11.40
01342 - Stenographer II	13.00
01400 - Supply Technician	18.60
01420 - Survey Worker (Interviewer)	13.06
01460 - Switchboard Operator-Receptionist	11.40
01510 - Test Examiner	14.64
01520 - Test Proctor	14.64
01531 - Travel Clerk I	10.20
01532 - Travel Clerk II	11.11
01533 - Travel Clerk III	11.96
01611 - Word Processor I	11.40
01612 - Word Processor II	13.00
01613 - Word Processor III	14.84
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.31
03041 - Computer Operator I	11.74
03042 - Computer Operator II	13.57
03043 - Computer Operator III	15.70
03044 - Computer Operator IV	17.42
03045 - Computer Operator V	19.30
03071 - Computer Programmer I (1)	14.90
03072 - Computer Programmer II (1)	17.88
03073 - Computer Programmer III (1)	22.12
03074 - Computer Programmer IV (1)	27.23
03101 - Computer Systems Analyst I (1)	20.79
03102 - Computer Systems Analyst II (1)	25.26
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.00
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.42
05010 - Automotive Glass Installer	15.85
05040 - Automotive Worker	15.85
05070 - Electrician, Automotive	16.58
05100 - Mobile Equipment Servicer	14.24
05130 - Motor Equipment Metal Mechanic	17.42
05160 - Motor Equipment Metal Worker	15.85
05190 - Motor Vehicle Mechanic	17.16
05220 - Motor Vehicle Mechanic Helper	13.40
05250 - Motor Vehicle Upholstery Worker	15.07
05280 - Motor Vehicle Wrecker	15.85
05310 - Painter, Automotive	16.58
05340 - Radiator Repair Specialist	15.85

05370 - Tire Repairer	13.76
05400 - Transmission Repair Specialist	17.42
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.47
07010 - Baker	12.43
07041 - Cook I	10.31
07042 - Cook II	11.47
07070 - Dishwasher	7.91
07130 - Meat Cutter	14.51
07250 - Waiter/Waitress	8.52
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.58
09040 - Furniture Handler	11.77
09070 - Furniture Refinisher	16.58
09100 - Furniture Refinisher Helper	13.40
09110 - Furniture Repairer, Minor	15.07
09130 - Upholsterer	16.58
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.18
11060 - Elevator Operator	9.07
11090 - Gardener	11.37
11121 - House Keeping Aid I	8.43
11122 - House Keeping Aid II	9.10
11150 - Janitor	9.10
11210 - Laborer, Grounds Maintenance	9.46
11240 - Maid or Houseman	8.72
11270 - Pest Controller	12.00
11300 - Refuse Collector	9.10
11330 - Tractor Operator	10.78
11360 - Window Cleaner	9.80
12000 - Health Occupations	
12020 - Dental Assistant	14.14
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.68
12071 - Licensed Practical Nurse I	13.73
12072 - Licensed Practical Nurse II	15.40
12073 - Licensed Practical Nurse III	17.23
12100 - Medical Assistant	12.29
12130 - Medical Laboratory Technician	12.63
12160 - Medical Record Clerk	11.74
12190 - Medical Record Technician	14.14
12221 - Nursing Assistant I	7.98
12222 - Nursing Assistant II	8.97
12223 - Nursing Assistant III	9.78
12224 - Nursing Assistant IV	10.67
12250 - Pharmacy Technician	12.45
12280 - Phlebotomist	12.10
12311 - Registered Nurse I	15.21
12312 - Registered Nurse II	23.18
12313 - Registered Nurse II, Specialist	23.18
12314 - Registered Nurse III	27.72
12315 - Registered Nurse III, Anesthetist	27.72
12316 - Registered Nurse IV	28.18
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.91
13011 - Exhibits Specialist I	14.29
13012 - Exhibits Specialist II	17.69

13013 - Exhibits Specialist III	20.06
13041 - Illustrator I	15.26
13042 - Illustrator II	18.89
13043 - Illustrator III	21.42
13047 - Librarian	21.65
13050 - Library Technician	12.65
13071 - Photographer I	12.94
13072 - Photographer II	13.87
13073 - Photographer III	17.17
13074 - Photographer IV	20.92
13075 - Photographer V	25.30
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.18
15030 - Counter Attendant	8.18
15040 - Dry Cleaner	9.79
15070 - Finisher, Flatwork, Machine	8.18
15090 - Presser, Hand	8.18
15100 - Presser, Machine, Drycleaning	8.18
15130 - Presser, Machine, Shirts	8.18
15160 - Presser, Machine, Wearing Apparel, Laundry	8.18
15190 - Sewing Machine Operator	10.46
15220 - Tailor	11.23
15250 - Washer, Machine	8.88
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.58
19040 - Tool and Die Maker	22.00
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.66
21020 - Material Coordinator	16.58
21030 - Material Expediter	16.58
21040 - Material Handling Laborer	12.22
21050 - Order Filler	11.94
21071 - Forklift Operator	14.15
21080 - Production Line Worker (Food Processing)	14.51
21100 - Shipping/Receiving Clerk	13.40
21130 - Shipping Packer	13.43
21140 - Store Worker I	10.30
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.17
21210 - Tools and Parts Attendant	14.51
21400 - Warehouse Specialist	14.51
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.27
23040 - Aircraft Mechanic Helper	14.51
23050 - Aircraft Quality Control Inspector	20.09
23060 - Aircraft Servicer	16.58
23070 - Aircraft Worker	17.44
23100 - Appliance Mechanic	17.42
23120 - Bicycle Repairer	13.76
23125 - Cable Splicer	22.03
23130 - Carpenter, Maintenance	18.60
23140 - Carpet Layer	17.44
23160 - Electrician, Maintenance	23.60
23181 - Electronics Technician, Maintenance I	13.33
23182 - Electronics Technician, Maintenance II	19.94
23183 - Electronics Technician, Maintenance III	22.98
23260 - Fabric Worker	15.12

23290 - Fire Alarm System Mechanic	19.16
23310 - Fire Extinguisher Repairer	15.59
23340 - Fuel Distribution System Mechanic	19.16
23370 - General Maintenance Worker	15.85
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.45
23430 - Heavy Equipment Mechanic	18.86
23440 - Heavy Equipment Operator	19.34
23460 - Instrument Mechanic	19.34
23470 - Laborer	10.12
23500 - Locksmith	16.58
23530 - Machinery Maintenance Mechanic	18.23
23550 - Machinist, Maintenance	20.34
23580 - Maintenance Trades Helper	13.40
23640 - Millwright	19.16
23700 - Office Appliance Repairer	18.24
23740 - Painter, Aircraft	17.39
23760 - Painter, Maintenance	16.58
23790 - Pipefitter, Maintenance	21.36
23800 - Plumber, Maintenance	19.07
23820 - Pneudraulic Systems Mechanic	19.16
23850 - Rigger	19.16
23870 - Scale Mechanic	17.44
23890 - Sheet-Metal Worker, Maintenance	17.81
23910 - Small Engine Mechanic	15.85
23930 - Telecommunication Mechanic I	18.65
23931 - Telecommunication Mechanic II	19.55
23950 - Telephone Lineman	19.16
23960 - Welder, Combination, Maintenance	17.42
23965 - Well Driller	18.59
23970 - Woodcraft Worker	20.02
23980 - Woodworker	14.24
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.95
24580 - Child Care Center Clerk	13.04
24600 - Chore Aid	8.69
24630 - Homemaker	14.74
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	19.33
25040 - Sewage Plant Operator	17.51
25070 - Stationary Engineer	19.33
25190 - Ventilation Equipment Tender	14.51
25210 - Water Treatment Plant Operator	18.33
27000 - Protective Service Occupations	
(not set) - Police Officer	21.06
27004 - Alarm Monitor	14.91
27006 - Corrections Officer	19.51
27010 - Court Security Officer	19.84
27040 - Detention Officer	19.84
27070 - Firefighter	20.30
27101 - Guard I	10.58
27102 - Guard II	13.92
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.75
28020 - Hatch Tender	17.75
28030 - Line Handler	17.75
28040 - Stevedore I	16.16

28050 - Stevedore II	17.64
29000 - Technical Occupations	
21150 - Graphic Artist	18.88
29010 - Air Traffic Control Specialist, Center (2)	29.00
29011 - Air Traffic Control Specialist, Station (2)	19.99
29012 - Air Traffic Control Specialist, Terminal (2)	22.02
29023 - Archeological Technician I	12.80
29024 - Archeological Technician II	14.30
29025 - Archeological Technician III	17.69
29030 - Cartographic Technician	18.61
29035 - Computer Based Training (CBT) Specialist/ Instructor	20.79
29040 - Civil Engineering Technician	18.70
29061 - Drafter I	11.59
29062 - Drafter II	13.33
29063 - Drafter III	14.29
29064 - Drafter IV	17.69
29081 - Engineering Technician I	12.53
29082 - Engineering Technician II	14.08
29083 - Engineering Technician III	16.67
29084 - Engineering Technician IV	20.03
29085 - Engineering Technician V	25.70
29086 - Engineering Technician VI	28.56
29090 - Environmental Technician	16.80
29100 - Flight Simulator/Instructor (Pilot)	25.23
29160 - Instructor	20.77
29210 - Laboratory Technician	15.90
29240 - Mathematical Technician	18.87
29361 - Paralegal/Legal Assistant I	14.69
29362 - Paralegal/Legal Assistant II	20.92
29363 - Paralegal/Legal Assistant III	25.59
29364 - Paralegal/Legal Assistant IV	30.97
29390 - Photooptics Technician	18.87
29480 - Technical Writer	23.25
29491 - Unexploded Ordnance (UXO) Technician I	18.43
29492 - Unexploded Ordnance (UXO) Technician II	22.30
29493 - Unexploded Ordnance (UXO) Technician III	26.72
29494 - Unexploded (UXO) Safety Escort	18.43
29495 - Unexploded (UXO) Sweep Personnel	18.43
29620 - Weather Observer, Senior (3)	17.63
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	15.90
29622 - Weather Observer, Upper Air	15.90
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.37
31260 - Parking and Lot Attendant	8.65
31290 - Shuttle Bus Driver	11.32
31300 - Taxi Driver	9.68
31361 - Truckdriver, Light Truck	11.32
31362 - Truckdriver, Medium Truck	16.91
31363 - Truckdriver, Heavy Truck	17.67
31364 - Truckdriver, Tractor-Trailer	17.67
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.62
99030 - Cashier	10.02
99041 - Carnival Equipment Operator	9.71
99042 - Carnival Equipment Repairer	10.31
99043 - Carnival Worker	7.91

99050 - Desk Clerk	10.45
99095 - Embalmer	18.43
99300 - Lifeguard	9.68
99310 - Mortician	18.61
99350 - Park Attendant (Aide)	12.16
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.59
99500 - Recreation Specialist	14.49
99510 - Recycling Worker	12.29
99610 - Sales Clerk	10.65
99620 - School Crossing Guard (Crosswalk Attendant)	10.01
99630 - Sport Official	9.68
99658 - Survey Party Chief (Chief of Party)	20.22
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.33
99660 - Surveying Aide	11.92
99690 - Swimming Pool Operator	14.51
99720 - Vending Machine Attendant	12.29
99730 - Vending Machine Repairer	14.51
99740 - Vending Machine Repairer Helper	12.29

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

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

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive 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.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) 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 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.