

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

1. Requisition Number
0M0220004-0005/007

PAGE 1 OF 7 OS

Offeror to Complete Blocks 12, 17, 23, 24, & 30

2. Contract No.
CPSCF041172

3. Award/Effective Date
Jan 22, 2004

4. Order Number

5. Solicitation Number
CPSC-Q-04-1172

6. Solicitation Issue Date
Dec 15, 2003

7. For Solicitation Information Call:

a. Name PETER J NERRET
pnerret@cpsc.gov

b. Telephone Number (No collect calls)
(301) 504-7033

8. Offer Due Date/Local Time
Jan 5, 2004 / 03:00 PM

9. Issued By

Code CPSC
10. This Acquisition is
 Unrestricted
 Set aside % for
 Small Business
 HubZone Small Business
 8(A)
NAICS: 561699
Size Standard:

11. Delivery for FOB Destination Unless Block is Marked.
 See Schedule

12. Discount Terms
Discount: 0%
Days: 0
Net due: 30

13a. This contract is a related order under DPAS (15 CFR 700)

13b. Rating

14. Method of Solicitation
 RFQ IFB RFP

US CONSUMER PRODUCT SAFETY COMM
DIVISION OF PROCUREMENT SERVICES
4330 EAST WEST HWY ROOM 517
BETHESDA, MD 20814-4408

15. Deliver To
Code EX 102
CONSUMER PRODUCT SAFETY COMM.
OFFICE OF INFO AND PUBLIC AFFAIRS
4330 EAST WEST HIGHWAY ROOM 519
BETHESDA, MD 20814-4408

18. Administered By
Code PJN
PETER J NERRET
(301) 504-7033

17a. Contractor/Offeror
Code 00019972 Facility Code
Eagle Design and Management, Inc.
7830 Old Georgetown Road
Bethesda Md 20814
Telephone No. 301-907-8900 TIN:

18a. Payment Will Be Made By
Code PAYOFF
CONSUMER PRODUCT SAFETY COMMISSION
DIVISION OF FINANCIAL SERVICES
4330 EAST WEST HWY. ROOM 522B
BETHESDA, MD

17b. Check if Remittance is Different and Put Such Address in Offer

18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked.
 See Addendum.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES
	SEE PAGE 2 FOR SCHEDULE OF SERVICE

21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

25. Accounting and Appropriation Data
04 PS EXOB 2200 42285 252h

28. Total Award Amount (For Govt. Use Only)
US 72,165.00

27a. Solicitation Incorporates by reference FAR 52.212-1, 52.212-2, 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, 52.212-5 is attached. Addenda are are not attached

28. Contractor is required to sign this document and return copies to the Issuing Office. Contractor agrees to furnish and deliver all items otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.

29. Award of Contract Reference: Offer Dated _____, 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
Melvin B. Eagle

31a. United States of America (Signature of Contracting Officer)
Donna Hutton

30b. Name and Title of Signer (Type or Print)
MELVIN B. EAGLE
PRESIDENT

30c. Date Signed
1/22/04

31b. Name of Contracting Officer (Type or Print)
DONNA HUTTON
dhutton@cpsc.gov

31c. Date Signed
1/23/04

32a. Quantity in Column 21 Has Been
 Received Inspected Accepted, and Conforms to the Contract, Except as Noted:

32b. Signature of Authorized Government Representative

32d. Printed Name and Title of Authorized Government Representative

32e. Mailing Address of Authorized Government Representative

32f. Telephone Number of Authorized Government Representative

32g. E-mail of Authorized Government Representative

33. Ship Number
 Partial Final

34. Voucher Number

35. Amount Verified Correct For
 Complete Partial Final

37. Check Number

38. S/R Account Number

39. S/R Voucher Number

40. Paid By

41a. I certify this account is correct and proper for payment

42a. Received By (Print)

41b. Signature and Title of Certifying Officer

42b. Received At (Location)
42c. Date Recd (YY/MM/DD)
42d. Total Containers

SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	<p>THE CONTRACTOR SHALL PROVIDE ALL PERSONNEL, SUPPLIES, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE COMPREHENSIVE PUBLICATION STORAGE AND DISTRIBUTION SERVICE. ALL WORK SHALL BE IN ACCORDANCE WITH THE ATTACHED DESCRIPTION OF WORK.</p> <p>FEDERAL SUPPLY SCHEDULE NUMBER: #GS-23F0204L</p> <p>UNLESS OTHERWISE INDICATED IN THE GSA SCHEDULE, ANY OPTION YEARS EXERCISED WILL BE FOR THE PERIODS INDICATED BELOW.</p>				
0001	TRANSFER OF PUBLICATIONS FROM CURRENT DISTRIBUTION WAREHOUSE TO NEW DISTRIBUTION WAREHOUSE. TRANSFER TO BE COMPLETED PRIOR TO FEBRUARY 1, 2004.	1	LT	2,277.00	2,277.00
0002	BASE YEAR: FEBRUARY 1, 2004 THROUGH SEPTEMBER 30, 2004	8	MO	8,736.00	69,888.00
0003	OPTION YEAR I: OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2005	12	MO	7,497.00	89,964.00
0004	OPTION YEAR II: OCTOBER 1, 2005 THROUGH SEPTEMBER 30, 2006	12	MO	7,749.00	92,988.00
0005	OPTION YEAR III: OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007	12	MO	7,989.00	95,868.00
0006	OPTION YEAR IV: OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008	12	MO	8,285.00	99,420.00

A. CONTRACT TYPE

This is a firm fixed price, performance based contract for publication storage and distribution services. The contract includes a base period and four one year option periods. Exercise of options is contingent upon renewal of the Contractor's Federal Supply Schedule contract and subject to availability of funds.

B. DESCRIPTION OF SERVICES

Independently and not as an agent of the Government, the Contractor shall furnish all necessary personnel, supplies, materials, equipment, and facilities to perform the work set forth below; except as provided in Section D., GOVERNMENT.FURNISHED MATERIALS/EQUIPMENT.

1. The Contractor shall, at a minimum meet the following criteria:
 - a. Have capability for storage and shipping of approximately 140 titles of CPSC publications (approx. 100 skids of materials), and the ability to receive reprints and quickly add them to the inventory.
 - b. Have a Web-based ordering system, capable of being accessed by CPSC staffers from headquarters and field offices, with approximately 400 orders per month;
 - c. Have a perpetual electronic inventory, showing quantities ordered, balances available, out-of-stock notice, and low-inventory/reprint notice.
 - d. Have an automated system to pick and fill orders, reaching a goal of 75% of orders filled within 24 hours with the remaining orders being filled within 36 hours.
 - e. Have an automated "shipping choice" system to select the most economical method of shipping.
 - f. Have the ability to track orders after they leave the warehouse.
 - g. Offer overnight shipment of materials (using CPSC FEDEX account) on an emergency basis.
 - h. Have the ability to deliver to and pick up publications from the CPSC Headquarters in Bethesda, Maryland.
 - i. Utilize local (within 50 miles of the CPSC headquarters) storage and distribution facility.
 - j. Allow CPSC staff to visit the storage and distribution facility.

2. The Contractor shall:

- a. Distribute Consumer Product Safety Commission (CPSC) publications. The Contractor shall be required to fill publication requests of single items as well as large/bulk requests. All large/bulk requests shall be mailed directly from the Contractor's facilities to the requestor. The Contractor shall arrange for pick ups of regular mail and/or bulk shipments at the Contractor's facility using the most economical shipping method as determined by the automated system.
- b. Ensure that all materials to be delivered are packaged and packed in accordance with the Contractor's best commercial practice in order to guarantee delivery undamaged to final destination.
- c. Receive requests for deliveries primarily by web-based ordering, however periodically a written, telephone or Fax request may also be issued. All requests will include the CPSC publication title or publication number, quantity required, and delivery address. The Contractor shall produce the mailing label directly from the request.

3. Inventory

- a. Transfer of inventory to successor organization.

The Contractor shall be responsible for coordinating the transfer of the publications from the current location to the Contractor warehouse. All publications in current warehouse shall be brought to current warehouse loading dock by current Contractor. The follow-on Contractor shall be responsible for removal from current warehouse loading dock, loading of truck(s), transportation to new location, offloading of trucks and shelving.

- b. Inventory Control & Reordering.

1. The Contractor shall notify the CPSC Project Officer when any particular stock item declines to a point at which time the estimated demand will totally deplete the stock before the month's end. The Contractor shall notify the CPSC Project Officer by email when any item reaches fewer than 100 copies.
2. The CPSC will provide the publications to the Contractor, including reprints. Publications will include, but not be limited to: printed pamphlets, brochures and informational flyers. The CPSC will provide replenishment within 60 days of low stock level notification depending upon availability

of funding and the Government Printing Offices (GPO) reprint schedule.

3. CPSC will arrange for all newly printed materials to be sent directly from the printer to the Contractor's location. Upon receipt of newly printed materials, the Contractor shall send one (1) copy of each new piece of material to the CPSC Project Officer. The Project Officer will review the new materials and provide notification to the Contractor that the materials are approved for release, at which time the Project Officer may also request additional copies.

C. PERFORMANCE ASSESSMENT PLAN

The services provided by the Contractor are summarized into performance objectives which relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable level of service required for each objective.

PERFORMANCE OBJECTIVES

PERFORMANCE THRESHOLDS

1. Customer Satisfaction:

Provide dedicated, competent, well trained, courteous and respectful employees to interact with their CPSC Customers.

Headquarters and Field receive no more than one valid complaint per month.

2. Response Time:

Provide timely response to requests for materials to be sent out, in accordance with section B.1.d.

Contractor must meet the response time as specified in the request 95% of the time.

3. System Operations and Procedures:

Maintain equipment and customer access to Online Ordering Services at all times.

Services shall not be closed to agency personnel longer than 30 minutes during any work day.

D. CONTRACT MONITORING

The Contracting Officer's Technical Representatives (COTRs), as well as the Project Officer, shall be responsible for monitoring Contractor

performance and determining valid customer complaints. All performance shall be documented, whether it is acceptable or unacceptable in accordance with the performance assessment plan. Performance will be monitored on a quarterly basis by the number of complaints received. Additionally, CPSC may conduct a random review of daily, weekly and monthly statistical information maintained by the Contractor. The COTRs will maintain written records of the Contractor's performance in accordance with the assigned performance objectives. The COTRs will determine if performance thresholds are met. When performance meets and/or exceeds the standard, the incentive for exercising an option year becomes greater. When performance is below standard the Contractor shall be notified in writing. The Contractor shall present CPSC with a written improvement plan. If performance is not satisfactory by the next evaluation period (3 months), Contractor payment may be withheld or partial termination for default may be considered. The CPSC shall promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted. Unacceptable performance or failure to resolve problems may result in the CPSC not exercising an option.

E. QUALITY CONTROL

The Contractor shall develop and maintain a quality control program to ensure that duties are performed in accordance with the statement of work and commonly accepted commercial practices. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of any defective services. At a minimum, the Contractor shall develop quality control procedures addressing the areas identified in paragraph 5, "Performance Assessment Plan."

F. PERIOD OF PERFORMANCE

The basic period of performance of this agreement will be from February 1, 2004 through September 30, 2004, unless the CPSC exercises its right to extend the term of the contract pursuant to 52.217-9, Option to Extend the Term of the Contract. This contract includes one base year and four option years.

G. SUCCESSOR ORGANIZATIONS

Should the Contractor be replaced by a successor Contractor in the performance of the work required by this contract, the Contractor shall cooperate with the successor Contractor to effect an orderly and efficient transition.

H. GOVERNMENT FURNISHED MATERIALS/EQUIPMENT

1. The CPSC shall furnish to the Contractor for use in connection with

this contract all materials to be distributed, such as Fact Sheets, folders, flyers, posters, brochures, pamphlets.

2. All materials provided hereunder are for exclusive use in performance of this contract. Any such material not expended in performance of this contract shall be returned to CPSC upon completion of the contract.
3. All other materials/equipment required in the performance of this contract shall be furnished by the Contractor.

I. SERVICES AND PRICES

See Schedule. All firm fixed prices are as shown in the schedule.

J. ORDERING

Names of individuals authorized to request publication distribution will be provided to the Contractor after award of contract.

K. Excess Quantities

Once the number of shipments exceeds 3,400 in the Base Year or 5,100 in any Option Year, the Contractor shall, in addition to the regular monthly charge, be entitled to invoice monthly for all orders shipped in excess of these annual ceilings. The following formula shall be used in computing the excess rate:

Base Year:	Unit Price = $.77 \times 8,736/425 =$	\$15.83
Option Year I	Unit Price = $.77 \times 7,497/425 =$	\$13.58
Option Year II	Unit Price = $.77 \times 7,749/425 =$	\$14.04
Option Year III	Unit Price = $.77 \times 7,989/425 =$	\$14.47
Option Year IV	Unit Price = $.77 \times 8,285/425 =$	\$15.01

While it is unlikely that the estimated volume will exceed the threshold, if it does, this award is a best value award and represents a savings to the Government.

L. PROJECT OFFICER DESIGNATION

Kenneth Giles of the Commission's Office of Information and Public Affairs has been designated as the primary CPSC Project Officer for this contract. Kimberly Dulic of the Commission's Office of Information and Public Affairs has been designated as the alternate CPSC Project Officer for this contract. These individuals may be reached at the following telephone numbers:

Kenneth Giles, Project Officer (301) 504-7052

Kimberly Dulic, Alternate Project Officer (301) 504-7058

M. CONTRACTOR PROJECT MANAGER DESIGNATION

Bruce Hoyt Project Manager (301) 228-3195

Julie Danaher Assistant Project Manager (301) 228-3195

N. WAGE DETERMINATION

This contract is subject to the attached wage determination.

N. ATTACHMENTS

1. WAGE DETERMINATION: 1994-2103, Rev. 30, 06/03/2003

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2103
Revision No.: 30
Date Of Last Revision: 06/03/2003

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St
Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King
George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.18
01012 - Accounting Clerk II	12.74
01013 - Accounting Clerk III	14.30
01014 - Accounting Clerk IV	16.37
01030 - Court Reporter	16.43
01050 - Dispatcher, Motor Vehicle	16.09
01060 - Document Preparation Clerk	12.42
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.42
01110 - Film/Tape Librarian	14.65
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.04
01131 - Key Entry Operator I	10.80
01132 - Key Entry Operator II	12.07
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	14.24
01263 - Personnel Assistant (Employment) III	16.42
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	17.28
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	15.26
01312 - Secretary II	16.56
01313 - Secretary III	19.04
01314 - Secretary IV	20.15
01315 - Secretary V	23.47
01320 - Service Order Dispatcher	15.44
01341 - Stenographer I	14.68
01342 - Stenographer II	16.47
01400 - Supply Technician	20.15
01420 - Survey Worker (Interviewer)	14.94
01460 - Switchboard Operator-Receptionist	10.96
01510 - Test Examiner	16.56

01520 - Test Proctor	16.56
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	11.80
01612 - Word Processor II	14.22
01613 - Word Processor III	16.65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.86
03041 - Computer Operator I	14.30
03042 - Computer Operator II	15.82
03043 - Computer Operator III	18.60
03044 - Computer Operator IV	20.44
03045 - Computer Operator V	22.94
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.05
03073 - Computer Programmer III (1)	26.99
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.30
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery worker	17.88
05280 - Motor Vehicle wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	19.98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service worker	9.01
07010 - Baker	11.87
07041 - Cook I	10.93
07042 - Cook II	12.46
07070 - Dishwasher	9.22
07130 - Meat Cutter	16.07
07250 - Waiter/waitress	8.59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09070 - Furniture Refinisher	18.05
09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	12.98
11121 - House Keeping Aid I	9.13
11122 - House Keeping Aid II	9.39
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	10.75
11240 - Maid or Houseman	9.28
11270 - Pest Controller	12.44

11300 - Refuse Collector	10.88
11330 - Tractor Operator	12.73
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	15.80
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.08
12071 - Licensed Practical Nurse I	14.63
12072 - Licensed Practical Nurse II	16.42
12073 - Licensed Practical Nurse III	18.38
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	15.32
12160 - Medical Record Clerk	13.60
12190 - Medical Record Technician	14.97
12221 - Nursing Assistant I	8.46
12222 - Nursing Assistant II	9.52
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	11.84
12280 - Phlebotomist	11.21
12311 - Registered Nurse I	24.00
12312 - Registered Nurse II	26.70
12313 - Registered Nurse II, Specialist	26.70
12314 - Registered Nurse III	34.48
12315 - Registered Nurse III, Anesthetist	34.48
12316 - Registered Nurse IV	41.33
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.95
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	22.48
13013 - Exhibits Specialist III	27.29
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	22.33
13050 - Library Technician	16.28
13071 - Photographer I	13.93
13072 - Photographer II	15.64
13073 - Photographer III	19.56
13074 - Photographer IV	24.08
13075 - Photographer V	26.50
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	9.94
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	10.67
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	17.12
21030 - Material Expediter	17.12
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	14.58
21080 - Production Line Worker (Food Processing)	14.08

21100 - Shipping/Receiving Clerk	13.09
21130 - Shipping Packer	13.02
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store worker II)	13.01
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	15.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	22.51
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.61
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	16.88
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87
23260 - Fabric worker	16.55
23290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	20.93
23370 - General Maintenance worker	17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.25
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	20.28
23460 - Instrument Mechanic	19.98
23470 - Laborer	11.79
23500 - Locksmith	18.95
23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	19.70
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29
23760 - Painter, Maintenance	18.95
23790 - Pipefitter, Maintenance	20.94
23800 - Plumber, Maintenance	19.86
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	19.98
23870 - Scale Mechanic	17.88
23890 - Sheet-Metal worker, Maintenance	19.98
23910 - Small Engine Mechanic	20.05
23930 - Telecommunication Mechanic I	19.41
23931 - Telecommunication Mechanic II	20.45
23950 - Telephone Lineman	20.93
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft worker	19.98
23980 - Woodworker	15.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.37
24580 - Child Care Center Clerk	15.86
24600 - Chore Aid	8.86
24630 - Homemaker	16.45
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	13.85

25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	21.76
27004 - Alarm Monitor	15.26
27006 - Corrections Officer	17.69
27010 - Court Security Officer	19.46
27040 - Detention Officer	18.29
27070 - Firefighter	19.72
27101 - Guard I	9.51
27102 - Guard II	12.53
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.76
28020 - Hatch Tender	16.76
28030 - Line Handler	16.76
28040 - Stevedore I	15.76
28050 - Stevedore II	17.78
29000 - Technical Occupations	
21150 - Graphic Artist	20.52
29010 - Air Traffic Control Specialist, Center (2)	29.85
29011 - Air Traffic Control Specialist, Station (2)	20.59
29012 - Air Traffic Control Specialist, Terminal (2)	22.67
29023 - Archeological Technician I	15.52
29024 - Archeological Technician II	17.35
29025 - Archeological Technician III	21.51
29030 - Cartographic Technician	22.87
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.84
29040 - Civil Engineering Technician	19.56
29061 - Drafter I	13.01
29062 - Drafter II	16.29
29063 - Drafter III	18.30
29064 - Drafter IV	22.87
29081 - Engineering Technician I	16.15
29082 - Engineering Technician II	18.75
29083 - Engineering Technician III	22.54
29084 - Engineering Technician IV	25.86
29085 - Engineering Technician V	31.62
29086 - Engineering Technician VI	38.26
29090 - Environmental Technician	19.29
29100 - Flight Simulator/Instructor (Pilot)	30.54
29160 - Instructor	23.97
29210 - Laboratory Technician	16.87
29240 - Mathematical Technician	23.39
29361 - Paralegal/Legal Assistant I	18.38
29362 - Paralegal/Legal Assistant II	23.44
29363 - Paralegal/Legal Assistant III	28.68
29364 - Paralegal/Legal Assistant IV	34.69
29390 - Photooptics Technician	22.87
29480 - Technical writer	25.08
29491 - Unexploded Ordnance (UXO) Technician I	18.97
29492 - Unexploded Ordnance (UXO) Technician II	22.96
29493 - Unexploded Ordnance (UXO) Technician III	27.51
29494 - Unexploded (UXO) Safety Escort	18.97
29495 - Unexploded (UXO) Sweep Personnel	18.97
29620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	12.94
31300 - Taxi Driver	10.99
31361 - Truckdriver, Light Truck	12.37
31362 - Truckdriver, Medium Truck	15.72

1994210330.txt

31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.33
99030 - Cashier	8.53
99041 - Carnival Equipment Operator	11.78
99042 - Carnival Equipment Repairer	12.69
99043 - Carnival worker	7.93
99050 - Desk Clerk	9.78
99095 - Embalmer	19.04
99300 - Lifeguard	9.97
99310 - Mortician	22.94
99350 - Park Attendant (Aide)	12.52
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.81
99500 - Recreation Specialist	15.94
99510 - Recycling Worker	14.06
99610 - Sales Clerk	10.49
99620 - School Crossing Guard (Crosswalk Attendant)	11.37
99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	16.41
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.60
99660 - Surveying Aide	10.20
99690 - Swimming Pool Operator	13.54
99720 - Vending Machine Attendant	10.43
99730 - Vending Machine Repairer	13.54
99740 - Vending Machine Repairer Helper	11.02

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

1994210330.txt

10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All

operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

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

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

1994210330.txt

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.