

Todd Stevenson

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		1. REQUISITION NUMBER REQ-4200-11-0036	PAGE OF 1 17
2. CONTRACT NO. CPSC-D-11-0006	3. AWARD/EFFECTIVE DATE 09/12/2011	4. ORDER NUMBER	5. SOLICITATION NUMBER CPSC-Q-11-0073
		6. SOLICITATION ISSUE DATE 08/12/2011	

7. FOR SOLICITATION INFORMATION CALL:	a. NAME Renita Smith	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME ET
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9. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA MD 20814	CODE FMPS	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE NAICS: SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO CONSUMER PRODUCT SAFETY COMMISSION ROCKVILLE CAMPUS 5 RESEARCH PLACE ROCKVILLE MD 20850	CODE LSE2	16. ADMINISTERED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA MD 20814	CODE FMPS
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17a. CONTRACTOR/OFFEROR AGILENT TECHNOLOGIES INC 2850 CENTERVILLE ROAD WILMINGTON DE 19808-1610	CODE 108002570	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CPSC Accounts Payable Branch AMZ 160 P. O. Box 25710 Oklahoma City OK 73125	CODE FMFS
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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
	DUNS Number: 108002570 GSA Contract Number: GS-07F-0594X Project Officer: Mr. Matthew Roemer MRoemer@cpsc.gov (301) 987-2093 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA To be cited on each individual delivery order.	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00
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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. _____ 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	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Rudith Johnson</i>
30b. NAME AND TITLE OF SIGNER (Type or print)	31b. NAME OF CONTRACTING OFFICER (Type or print) Rudith M. Johnson
30c. DATE SIGNED	31c. DATE SIGNED 9/13/11

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Contractor shall provide preventative maintenance and unlimited on-site repair services (including travel, parts and labor) on the following analytical laboratory instruments in accordance with the attached Statement of Work.</p> <p>Base Period: September 22, 2011 through September 21, 2012</p> <p>The guaranteed minimum for the base year only is a minimum of five (5) each laboratory equipment preventative maintenance/repair service covered.</p>				
0001 A	<p>Varian Vista MPX ICP-OES (2005), Serial number EL05053856</p> <p>Varian SPS3 Sample Prepstation, Serial number EL06033539 (covered under CLIN 0001A)</p> <p>Obligated Amount: \$0.00</p>	12	MO	530.96	
0001 B	<p>Thermo Scientific DSQ II Focus GC/MS (2009) Serial number MS110-5352</p> <p>Thermo Scientific Autosampler (2009) Serial number 20095906 (covered under CLIN 0001B)</p> <p>Obligated Amount: \$0.00</p>	12	MO	1,672.00	
	Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: _____ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 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 _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____
 PARTIAL FINAL

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 _____ 41c. DATE _____
 42b. RECEIVED AT (Location) _____
 42c. DATE REC'D (YY/MM/DD) _____ 42d. TOTAL CONTAINERS _____

NAME OF OFFEROR OR CONTRACTOR
AGILENT TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001 C	Agilent 5973/6890 GC/MS(2004) Serial numbers US35120362/US10416026 Obligated Amount: \$0.00	12	MO	491.16	
0001 D	Agilent 5975/7890 GC/MS (2009 with sulfur chemiluminescence detector Serial numbers US10925009/US91732715 Obligated Amount: \$0.00	12	MO	416.06	
0001 E	Thermo Scientific Nicolet 6700 FT-IR (2009) Serial number AML0900250 Obligated Amount: \$0.00	12	MO	663.85	
0001 F	Negotiated on-site repair services for any repairs not included in the fixed monthly rate. These services shall be procured through individual task order(s). Reference paragraph 6 of the Statement of Work. Obligated Amount: \$0.00 First Option Year: September 22, 2012 - September 21, 2013	1	EA	0.00	
0002 A	Varian Vista MPX ICP-OES (2005), Serial number EL05053856 Varian SPS3 Sample Prepstation, Serial number EL06033539 (covered under CLIN 0002A) Amount: \$6,371.52 (Option Line Item)	12	MO	530.96	0.00
0002 B	Thermo Scientific DSQ II Focus GC/MS (2009) Serial number MS110-5352 Thermo Scientific Autosampler (2009) Serial number 20095906 (covered under CLIN 0002B) Amount: \$20,064.00 (Option Line Item)	12	MO	1,672.00	0.00
0002 C	Agilent 5973/6890 GC/MS Serial numbers US35120362/US10416026 Continued ...	12	MO	491.16	0.00

NAME OF OFFEROR OR CONTRACTOR
AGILENT TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$5,893.92 (Option Line Item)				
0002 D	Agilent 5975/7890 GC/MS (2009) with sulfur chemiluminescence detector, Serial numbers US10925009/US91732715 Amount: \$4,992.72 (Option Line Item)	12	MO	416.06	0.00
0002 E	Thermo Scientific Nicolet 6700 FT-IR (2009) , Serial number AML0900250 Amount: \$7,966.20 (Option Line Item)	12	MO	663.85	0.00
0002 F	Negotiated on-site repair services for any repairs not included in the fixed monthly rate. These services shall be procured through individual task order(s). Reference paragraph 6 of the Statement of Work. Amount: \$0.00 (Option Line Item) Second Option Year: September 22, 2013 - September 21, 2014	1	EA	0.00	0.00
0003 A	Varian Vista MPX ICP-OES (2005), Serial number EL05053856 Varian SPS3 Sample Prepstation, Serial number EL06033539 (covered under CLIN 0003A) Amount: \$6,371.52 (Option Line Item)	12	MO	530.96	0.00
0003 B	Thermo Scientific DSQ II Focus GC/MS (2009) Serial number MS110-5352 Thermo Scientific Autosampler (2009) Serial number 20095906 (covered under CLIN 0003B) Amount: \$20,064.00 (Option Line Item)	12	MO	1,672.00	0.00
0003 C	Agilent 5973/6890 GC/MS (2004), Serial numbers US35120362/US10416026 Amount: \$5,893.92 (Option Line Item)	12	MO	491.16	0.00
0003 D	Agilent 5975/7890 GC/MS (2009) with sulfur Continued ...	12	MO	416.06	0.00

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
AGILENT TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	chemiluminescence detector Serial numbers US10925009/US91732715 Amount: \$4,992.72 (Option Line Item)				
0003 E	Thermo Scientific Nicolet 6700 FT-IR (2009) Serial number AML0900250 Amount: \$7,966.20 (Option Line Item)	12	MO	663.85	0.00
0003 F	Negotiated on-site repair services for any repairs not included in the fixed monthly rate. These services shall be procured through individual task order(s). Reference paragraph 6 of the Statement of Work. Amount: \$0.00 (Option Line Item)	1	EA	0.00	0.00
	Third Option Year: September 22, 2014 - September 21, 2015				
0004 A	Varian Vista MPX ICP-OES (2005), Serial number EL05053856 Varian SPS3 Sample Prepstation, Serial number EL06033539 (covered under CLIN 0004A) Amount: \$6,371.52 (Option Line Item)	12	MO	530.96	0.00
0004 B	Thermo Scientific DSQ II Focus GC/MS (2009), Serial number MS110-5352 Thermo Scientific Autosampler (2009) Serial number 20095906 (covered under CLIN 0004B) Amount: \$20,064.00 (Option Line Item)	12	MO	1,672.00	0.00
0004 C	Agilent 5973/6890 GC/MS (2004), Serial numbers US35120362/US10416026 Amount: \$5,893.92 (Option Line Item)	12	MO	491.16	0.00
0004 D	Agilent 5975/7890 GC/MS (2009) with sulfur chemiluminescence detector, Serial number US10925009/US91732715 Amount: \$4,992.72 (Option Line Item)	12	MO	416.06	0.00
0004 E	Thermo Scientific Nicolet 6700 FT-IR (2009), Continued ...	12	MO	663.85	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
AGILENT TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Serial number AML0900250 Amount: \$7,966.20 (Option Line Item)				
0004 F	Negotiated on-site repair services for any repairs not included in the fixed monthly rate. These services shall be procured through individual task order(s). Reference paragraph 6 of the Statement of Work. Amount: \$0.00 (Option Line Item)	1	EA	0.00	0.00
	Fourth Option Year: September 22, 2015 - September 21, 2016				
0005 A	Varian Vista MPX ICP-OES (2005), Serial number EL05053856 Varian SPS3 Sample Prepstation, Serial number EL06033539 (covered under CLIN 0005A) Amount: \$6,371.52 (Option Line Item)	12	MO	530.96	0.00
0005 B	Thermo Scientific DSQ II Focus GS/MS (2009), Serial number MS110-5352 Thermo Scientific Autosampler (2009) Serial number 20095906 (covered under CLIN 0005B) Amount: \$20,064.00 (Option Line Item)	12	MO	1,672.00	0.00
0005 C	Agilent 5973/6890 GC/MS (2004), Serial numbers US35120362/US10416026 Amount: \$5,893.92 (Option Line Item)	12	MO	491.16	0.00
0005 D	Agilent 5975/7890 GC/MS (2009) with sulfur chemiluminescence detector, Serial numbers US10925009/US91732715 Amount: \$4,992.72 (Option Line Item)	12	MO	416.06	0.00
0005 E	Thermo Scientific Nicolet 6700 FT-IR (2009), Serial number AML0900250 Amount: \$7,966.20 (Option Line Item)	12	MO	663.85	0.00
0005 F	Negotiated on-site repair services for any repairs not included in the fixed monthly rate. These services shall be procured through individual task order(s). Reference paragraph 6 of the Statement of Work.	1	EA	0.00	0.00
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
AGILENT TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The government reserves the right to add additional equipment to this contract by mutual agreement between the Consumer Product Safety Commission (CPSC) and the contractor.</p> <p>Amount: \$0.00 (Option Line Item)</p> <p>The total amount of award: \$226,441.80. The obligation for this award is shown in box 26.</p>				

Statement of Work Maintenance of Laboratory Instruments

1. Introduction: The Consumer Product Safety Commission (CPSC) is a small independent regulatory agency with the mission of protecting consumers from the risk of injury and death relating to 15,000 different types of products under its jurisdiction. In support of the agencies Laboratory, the Laboratory Sciences Division consists of various types of Analytical Laboratory Instruments. The contractor shall be responsible for all labor, materials, and equipment necessary to provide fixed price preventive maintenance and repair service of the instruments. The Service Agreement must be equivalent or better in all aspects regarding quality and timeliness of service of the manufacturer's Service Agreement, and shall include both on-site preventative maintenance and repairs, and shall provide all services within required equivalent response times.

2. Contract Type: This is an indefinite delivery indefinite quantity (IDIQ) performance based contract. Performance shall be measured on quality of service in accordance with the manufacturer's specification and timeliness of service. The contract includes a base year and four option years.

3. Performance Work Statement:

a. Scope: Independently and not as an agent of the government, the contractor shall provide preventative maintenance and unlimited repair services to include (travel, parts and labor) for the laboratory instruments listed in the schedule and as indicated below. Monthly rates for preventative maintenance to include unlimited repairs are specified below.

i. Preventative Maintenance: The contractor shall provide for a fixed monthly price, preventive maintenance services of laboratory instruments and assure reliable, continuous operation of critical chemical and analytical laboratory instruments including, but not limited to, Inductively Coupled Plasma (ICP) spectrometers and Gas Chromatograph Mass Spectrometers (GCMS) from multiple equipment vendors. Preventative maintenance instruments are listed in the schedule at a fixed monthly price.

- One scheduled visit for preventive maintenance per year or as indicated by the manufacturer's specifications
- Cost for all consumables, boards, and pumps included in contract
- Cost for all on-site labor, travel and expenses included in contract
- Qualified repair/service technicians and replacement parts

ii. Repair Services: The contractor shall provide within the fixed monthly price (including travel, parts and labor) unlimited on-site repair services. The contractor shall provide repair services in all aspects regarding quality and timeliness of service in accordance with manufacturer's service agreement, response times, service times, software patches and upgrades, including manufacturer recommended parts, for the covered instruments. Repair service shall include:

- Unlimited service visits for all repairs and instrument performance issues

- Cost for all consumables, repair parts, boards, and pumps included in contract
- Quick service (2 day or less) response once notified of service/repair need

Repair services not included in the fixed monthly rate such as repairs caused by negligence, shall be negotiated by individual task orders. (Ref. paragraph 6.)

iii. The CPSC can call the contractor toll free 1-800-227-9770 during normal business hours, Monday through Friday between 8:00 am to 8:00 pm to receive questions from CPSC laboratory staff to provide customer service, reporting instruments problems, technical and troubleshooting assistance for both hardware and instruments. The Contractor will notify the CPSC in advance of any change in the toll free phone number.

iv. The contractor must maintain an inventory of manufacturer recommended instrument parts from multiple equipment vendors and possess a thorough knowledge of the operation, maintenance and repair of these multi-vendor instruments with over 1,000 service professionals worldwide and with demonstrated experience in providing support for chemical and analytical laboratory instruments from multiple vendors.

v. The Contractor and/or its subcontractors are responsible to conduct all services on the instruments, per the manufacturer's instructions.

vi. The Contractor must provide a field service report for each site visit, whether preventative maintenance or a repair visit. The Contractor must use original manufacturer replacement parts or equivalent for all preventative maintenance and repairs. If parts are replaced, documentation that parts replaced were original manufacturer replacement parts or equivalent must be provided with each field service report.

vii. Service representatives must have completed training through a dedicated multivendor support training staff.

viii. All software upgrades can be purchased by the CPSC. The contractor will not provide on-site training for software change, enhancement or upgrades.

ix. Computers and instrument control software shall be maintained for three (3) years from date of purchase.

b. Equivalent to manufacturer's assurance plan service agreement

i. The Contractor's service levels must be equivalent or superior to the manufacturer's "Assurance Plan." The Assurance Service Plan must include on-site preventative maintenance per the manufacturer's recommendations, including any recommended routine parts replacements, as well as repair service with a service representative on site and necessary parts ordered prior to close of business two business days after request for the following instruments:

- Varian Vista MPX ICP-OES (2005) Serial number EL05053856
- Varian SPS3 Sample Preperation Serial number EL06033539

- Thermo Scientific DSQ II Focus GC/MS (2009) Serial number MS110-5352
- Thermo Scientific Autosampler (2009) Serial number 20095906
- Agilent 5973/6890 GC/MS (2004) Serial numbers US35120362/US10416026
- Agilent 5975/7890 GC/MS (2009) with sulfur chemiluminescence detector Serial numbers US10925009/US91732715
- Thermo Scientific Nicolet 6700 FT-IR (2009) Serial number AML0900250

ii. The contractor must maintain an inventory of manufacturer recommended instrument parts from multiple equipment vendors and possess a thorough knowledge of the operation, maintenance and repair of these multi-vendor instruments with over 1,000 service professionals worldwide and with demonstrated experience in providing support for chemical and analytical laboratory instruments from multiple vendors.

iii. Guaranteed priority response time of two (2) business day after receipt of a service call for instruments. If Contractor fails to arrive at the instrument location within 2 business day for reasons other than CPSC's failure to provide access to Contractor or causes beyond the reasonable control of Contractor, the Contractor will provide the CPSC Contract Compliance Inspector (CCI) a service plan renewal credit in an amount equivalent to one day's pro-rated charge for each day Contractor's response is late.

iv. The Contractor should note that timing of preventative maintenance may be on differing schedules for various pieces of equipment, so more than one site visit may be necessary. The Contractor is responsible to conduct all necessary preventative maintenance service within a time frame equivalent to the manufacturer's Service Agreement.

v. The Contractor is responsible to ensure that no instrument becomes overdue for preventative maintenance. Within one week of contract award, the Contractor will review preventative maintenance schedule for all instruments with the CPSC. Contractor will provide the preventive maintenance schedule to the Project Officer.

4. Contract Equipment:

The list of instruments systems below has been simplified to reflect the serial number of the major piece of instrumentation for system identification purposes. It is expressly stated that all attached peripheral components are included to maintain each instrument system in full operation.

- Varian Vista MPX ICP-OES (2005) Serial number EL05053856
- Varian SPS3 Sample Prepstation Serial number EL06033539
- Thermo Scientific DSQ II Focus GC/MS (2009) Serial number MS110-5352
- Thermo Scientific Autosampler (2009) Serial number 20095906
- Agilent 5973/6890 GC/MS (2004) Serial numbers US35120362/US10416026
- Agilent 5975/7890 GC/MS (2009) with sulfur chemiluminescence detector Serial numbers US10925009/US91732715
- Thermo Scientific Nicolet 6700 FT-IR (2009) Serial number AML0900250

5. Contractor Qualifications: Service representatives must have completed training through a dedicated multivendor support training staff and have auditable training records. Service representatives must possess a minimum of five (5) years experience repairing and troubleshooting the instruments or equivalent identified in the Statement of Work (SOW).

6. Task Orders: Task Orders shall be issued for repair services excluded from the fixed monthly rate. For repairs not included, the contractor shall receive a Request for Quotation (RFQ) to provide a fixed price repair quote. As a result, the Contracting Officer shall issue a firm fixed price task order if deemed necessary. No repairs excluded from the fixed monthly price shall commence without issuance of a task order from the Contracting Officer.

7. Period of Performance: Performance of work shall begin on the effective date of this contract for a 12-month based period.

8. Performance Location: Consumer Product Safety Commission (CPSC)
National Product Testing Laboratory
5 Research Place
Rockville, MD 20850

9. Contract Point of Contact: The point of contact is Matthew Roemer, 301-987-2093.

LC 1B CONTRACTOR'S NOTE - DELIVERIES TO THE CPSC NATIONAL PRODUCT TESTING LABORATORY SITE, ROCKVILLE, MARYLAND

Delivery Address:

U.S. Consumer Product Safety Commission
National Product Testing Laboratory
5 Research Place
Rockville, MD 20850

The Consumer Product Safety Commission (CPSC) Laboratory facility is located in Rockville, MD. Deliveries are to be made to the loading dock area which is accessible from the parking area entrance on Research Place on the east side of the building. Do not enter the parking area from Research Court on the North side of the facility as there may not be sufficient room to maneuver and back up to the loading dock area on the east side of the building.

Deliveries may not be left outside the building or loading dock, unless specifically directed by appropriate CPSC staff. All deliveries shall be considered "inside deliveries" in accordance with the instructions below. When scheduling deliveries, the purchase order number shall always be referenced and all packages shall clearly display the Purchase Order Number on the outside of the cartons and/or packages and include the packing slip.

ATTENTION GOVERNMENT VENDOR:

A. DELIVERY INSTRUCTIONS

1. DELIVERY INSTRUCTION FOR SMALL ITEMS

Deliveries should be made between 9:00 a.m. and 4:00 p.m. on Monday through Friday (except holidays). Deliveries outside these hours require prior arrangements.

Contacts:

Andrew Stadnik, Lab Director, 301-987-2037 x1 OR 301-706-6902

James Hyatt, 301-987-2240

Ed Krawiec, 301-987-2209

Joel Recht, 301-987-2036

For the Furniture, Chair, Exercise Equipment, and IT Equipment

Contacts:

Jim Shupe – 301-424-6421 x156 (Jim 240-882-6775)

Douglas Brown – 301-504-7846

Andy Stadnik – 301-706-6902

2. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:

Large or heavy items must be delivered directly to the loading dock. If delivery cannot be made to the loading dock directly or via the leveling device and requires off-loading the item from the delivery vehicle to the ground, then deliveries of such large or heavy items should be scheduled 24 hours in advance and should be made between 9:00 a.m. and 3:00 p.m. on Monday through Friday (except holidays). Contact information is the same as above to arrange for CPSC lift truck operators or other lifting and handling support needs for the delivery.

B. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).
2. **Do NOT** include Taxpayer Identification Number (TIN) on invoices sent via e-mail.
3. Invoice date.
4. Invoice number.

5. The contract or purchase order number (see block 2 of OF347 and block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods or services.
6. Description, price and quantity of goods or services actually delivered or rendered.
7. Shipping cost terms (if applicable).
8. Payment terms.
9. Other substantiating documentation or information as specified in the contract or purchase order.
10. Name, title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

U.S. Mail

CPSC Accounts Payable Branch, AMZ-160
PO Box 25710
Oklahoma City, Ok. 73125

FEDEX

CPSC Accounts Payable Branch, AMZ-160
6500 MacArthur Blvd.
Oklahoma City, Ok. 73169

OR

Via email to:

9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner. Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor.

Inquiries regarding payment should be directed to the Enterprise Service Center (EXC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, 405-954-7467.

C. PAYMENT

Payment will be made as close as possible to, but not later than, the 30th day after receipt of a proper invoice as defined in "Billing Instructions," except as follows:

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to Debbie Young at 405-954-7467 or at the U.S Mail and Fedex addresses listed above:

Complaints related to the late payment of an invoice should be directed to Eldona Canterbury at the same the same address (above) or 405-954-5351.

Customer Service inquiries may be directed to Rachelle Coleman @ rcoleman@cpsc.gov

D. INSPECTION & ACCEPTANCE PERIOD

Unless otherwise stated in the Statement of Work or Description, the Commission will ordinarily inspect all materials/services within seven (7) working days after the date of receipt. The CPSC representative responsible for inspecting the materials/services will transmit disapproval, if appropriate, to the contractor and the contract specialist listed below. If other inspection information is provided in the Statement of Work or Description, it is controlling.

E. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: Contract Specialist –Renita Smith at (301) 504-7045

F. PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

The Purchase Order/Receiving Report (Optional Form 347 or Standard Form 1449) must be completed at the time the ordered goods or services are received. Upon receipt of the goods or services ordered, each item should be inspected, accepted (partial or final) or rejected. The Purchase Order/Receiving Report must be appropriately completed, signed and dated by the authorized receiving official. In addition, the acceptance block shall be completed (Blocks 32 a, b & c on the SF 1449 and column G and page 2 of the OF 347).

The receiving report shall be retained by the requesting office for confirmation when certifying invoices.

G. PROPERTY/EQUIPMENT PURCHASES

In the case of Purchase Orders/Receiving Reports involving the purchase and receipt of property/equipment, a copy of the Purchase Order/Receiving Report must also be immediately forwarded directly to the Property Management Officer (Rey Garcia) in the Facilities Management Support Services Branch (Room 520). The transmittal of Purchase Orders/Receiving Reports to the property management officer is critical to the integrity and operation of CPSC's Property Management System. Receiving officials should also forward copies to their local property officer/property custodian consistent with local office procedures.

SECTION H- SPECIAL CONTRACTOR REQUIREMENTS

H.1 52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 22, 2011 through September 11, 2013 and for all periods of performance through exercised options.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

H.2 52.216-19 Order Limitations. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of the yearly price for preventative maintenance/repair service;

(2) Any order for a combination of items in excess of N/A; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

H. 3 52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the expiration date of each awarded contract period.

(End of clause)

H.4 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 the 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 of the expiration date.

(End of clause)

H.5 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 30 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 five (5) years.

(End of clause)

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHEMENTS

J-1 Attachment – Wage Determination No. : 2005-2103, Revision No. : 11, Date of Revision: 06/13/2011, page 1 – 10.

WD 05-2103 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 11
Date Of Revision: 06/13/2011

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	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95
05000 - Automotive Service Occupations		

05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60

12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08

15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91

23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63

28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90

31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 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 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).

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/>.

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).