

List of Pages and Lines Exempt from Disclosure

QA1330-05-CQ-1035 Contract Documents		
Award Pages 8-12 Modification 1 Pages 8-10 Modification 3 Page 4 Modification 4 Pages 8-10 Modification 6 Pages 8-12 Modification 7 Pages 7-11	Lines as marked Lines as marked Lines as marked Lines as marked Lines as marked Lines as marked	Delete SAIC's Schedule B rate tables, indirect rate tables and fee tables which are found in Section B.6 These deletions are essential to prevent a competitor from obtaining access to SAIC confidential financial information critical to our proposal effort. Release of this data could give a competitor an unfair advantage in future procurements by allowing them to underbid SAIC.
Award Small Business Subcontracting Plan	All pages	Delete SAIC's Small Business Subcontracting Plan. These deletions are essential to prevent a competitor from obtaining access to information critical to our proposal effort. Release of this data would damage SAIC's ability to compete for future Government procurements or similar offerings in the private sector. If SAIC's competitors were to obtain access to this information, they would be able to utilize it in future competitions for similar contracts.
Modification 4 MTO#6	All pages	These pages describe SAIC's technical approach for accomplishing the NDBC Program Management and Support Services activities. This approach is a result of SAIC's own creative knowledge and experience and is not publicly available. Release of this confidential information would cause substantial

		harm to SAIC's competitive posture on future procurements by allowing competitors to duplicate this technical approach to SAIC's detriment.
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AWARD / CONTRACT		1. This Contract is a rated order under DPAS 9 (15 CFR 700)	Rating	Page 1	of Pages 41
2. Contract (Proc., Inst., Ident.) No. QA133005CQ1035		3. Effective Date May 11, 2005	4. Requisition / Purchase Request / Project No. NWWG9503-5-23210		
5. Issued By NATIONAL DATA BUOY CENTER RESOURCES BRANCH /W/OPS53 BUILDING 1100 STENNIS SPACE CENTER, MS 39529-6000 TIMOTHY D. BLACK TDB 228-688-2382 tim.black@noaa.gov		Code WG953023	6. Administered By (if other than item) See Item 5		Code WG953023

7. Name and address of Contractor (No., Street, City, state and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL 10260 CAMPUS POINT DRIVE MAIL STOP G2 SAN DIEGO CA 921211578		Vendor ID: 00004157 DUNS: 148095086 CEC: Cage Code: 0T5L1 TIN: 953630868	8. Delivery <input type="checkbox"/> FOB Origin - <input type="checkbox"/> Other (See below)
			9. Discount for prompt payment Net 30
			10. SUBMIT INVOICES Item (4 copies unless otherwise specified) Address AJ800023

11. Ship To / Mark For NATIONAL DATA BUOY CENTER RESOURCES BRANCH /W/OPS53 BUILDING 1100 STENNIS SPACE CENTER, MS 39529-6000		Code WG953023	12. Payment will be made by CENTRAL ADMIN SUPPORT CENTER /CC 601 EAST 12TH STREET KANSAS CITY, MO 64106		Code AJ800023
13. Authority for using other than full and open competition <input type="checkbox"/> 10 U.S.C 2304C() <input type="checkbox"/> 41 U.S.C. 253 (C)()		14. Accounting and Appropriation Data Cited on Task Orders - No Funds on IDIQ Contract			

15A ITEM NO.	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	DUNS: 14-809-5086 POC: Dan Henderson 228-688-2823 Period of Performance: 5 Years with 5 Award Term Option Years				

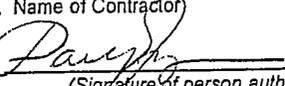
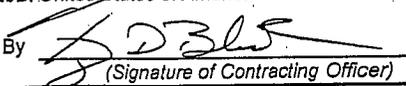
15G. TOTAL AMOUNT OF CONTRACT US\$ (NTE)500,000,000

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X	B	Supplies or Services and Prices/Cost	7-12			Part III - List of Documents, Exhibits and other attach.	
X	C	Description/Specs/Work Statement	13	X	J	List of Attachments	41
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X	E	Inspection and Acceptance	15		K	Representations, Certifications and other statements of Offerors	
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X	G	Contract Administration Data	17-18		M	Evaluation factors for Award	
X	H	Special Contract Requirements	19-33				

Contracting Officer will complete item 17 or 18 as applicable

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligation of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attached are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation number _____ including the additions or changes made by you which additions or changes are set forth above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
--	--

19A. Name and Title of Signer (Type or Print) Parri Y. Engelsen, BU Director of Contracts	20A. Name of Contracting Officer TIMOTHY D. BLACK 228-688-2382 tim.black@noaa.gov
19B. Name of Contractor By  (Signature of person authorized to sign)	19C. Date Signed 5/19/2005
20B. United States of America By  (Signature of Contracting Officer)	20C. Date Signed 5/20/05

Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	Provide all necessary labor and materials to operate and maintain the NOAA Marine Observation Network. Base Period of Contract	TBD	TBD	TBD	NTE 500,000,000.00
0001AA				NSP	NSP

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SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES TO BE ACQUIRED

The contractor shall furnish the necessary management, personnel, facilities, and equipment (unless furnished by the Government) to provide Performance-Based Technical Services to Operate and Maintain the Marine Observation Network for the National Data Buoy Center (NDBC) at Stennis Space Center, MS. Services will be defined and priced on individual task orders. Task orders may be firm-fixed price or cost plus fixed fee. Since this is a performance-based contract, incentives and disincentives shall be proposed by the contractor and negotiated/accepted by the Government on each task order. Further, this contract provides an Award-Term Incentive with measurements proposed by the contractor and negotiated/accepted by the Government. Attached to this solicitation is a Statement of Objectives (SOO). By responding to this solicitation, it is understood and agreed the scope of this effort is in broad terms defined by the SOO. The proposal in response to this solicitation may be incorporated in full or in part into this contract. The NAICS code for this solicitation is 561210- Facility Support Services.

B.2 1352.216-70 CONTRACT TYPE (MARCH 2000)

This is an Indefinite Delivery, Indefinite Quantity (IDIQ) type contract for services. As stated above, task orders will be issued as firm-fixed price or cost plus fixed fee. The Contracting Officer will determine task order type on a case-by-case basis after completing a risk analysis. This IDIQ contract consists of a single five (5) year base period from 07/01/2005 to 06/30/2010 and five (5) Award-Term one-year options subject to the limitations stated in Section H.

B.3 1352.216-72 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (MARCH 2000)

During the period specified in the ORDERING clause (FAR 52.216-18), the Government shall place orders totaling a minimum of \$250,000. The amount of all orders shall not exceed \$500,000,000. This contract ceiling includes the base period and any award-term option years.

B.4 1352.216-75 LEVEL OF EFFORT (COST PLUS FIXED FEE TERM CONTRACT) (MARCH 2000)

a. In performance of the effort directed in cost plus fixed fee task orders, the contractor shall provide the total of Direct Productive Labor Hours (DPLH) as specified in the task order during the term specified in the task order. DPLH is defined as actual work hours exclusive of vacation, holidays, sick leave, and other absences.

b. Only the DPLH categories indicated in the task order shall be charged directly to the task order.

c. The hours specified in the task order will be provided as estimates only. If the actual amount of hours incurred falls within 90% to 110% of this estimate, the fee shall not be adjusted.

d. In the event that the Contractor shall be required to provide less than 90% of the estimated DPLH, the fixed fee of the contract shall be equitably adjusted by unilateral modification to the task order. The fixed fee adjustment shall be based solely upon the difference between the DPLH actually provided and 90% of the estimated DPLH, calculated as follows:

$$\text{DPLH Actually Provided} \times \text{Specified Fixed Fee} = \text{Adjusted Fixed Fee} \\ (90\% \times \text{Estimated DPLH})$$

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

e. In the event that the Contractor shall be required to provide more than 110% of the estimated DPLH, the fixed fee of the task order shall be equitably adjusted by unilateral modification to the task order. The fixed fee adjustment shall be based solely upon the difference between the DPLH actually provided and 110% of the estimated DPLH, calculated as follows:

$$\text{DPLH Actually Provided} \times \text{Specified Fixed Fee} = \text{Adjusted Fixed Fee} \\ (110\% \times \text{Estimated DPLH})$$

f. These terms and conditions do not supersede the requirements of FAR clause 52.232-20 - Limitation of Cost, FAR clause 52.232-22 - Limitation of Funds, or FAR clause 52.216-8 - Fixed Fee.

B.5 FIRM FIXED PRICE TASK ORDERS

The contractor shall establish a total firm fixed price for those task orders designated as such.

B.6 RATE SCHEDULE FOR BASE PERIOD

In order to facilitate the negotiation of task orders, the contractor shall be required to propose a set of firm fixed price rates and cost plus fixed fee rates for each labor category listed below. The rate shall be fully burdened including profit/fee. The rate shall be fixed for the first year of the base period of the contract. The contractor shall propose an escalation rate to be applied for each additional year in the base period.

Position Number	Labor Category - offerors can find definitions of these labor categories in the Staffing Description Guide located in Section J of this solicitation.
A*	Program Manager
B*	Project Manager
1	Mechanical Engineer
2	Senior Ocean Engineer
3	Ocean/Mechanical Engineer
4	Configuration Management Specialist
5	Senior Program Analyst
6	Senior Electronics Engineer
7	Electronics Engineer
8	Senior Systems Engineer
9	Systems Engineer
10	Senior Software Engineer
11	Software Engineer
12	Drafter IV
13	Drafter III
14	Drafter II
15	Electronics Engineer
16	Engineering Technician VI
17	Engineering Technician V
18	Engineering Technician IV
19	Engineering Technician III
20	Electronics Technician, Maintenance III
21	Electronics Technician, Maintenance II
22	Electronics Technician, Maintenance I
23	Maintenance Machinist
24	Maintenance Trades Helper
25	Computer Systems Analyst II

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

26	Computer Systems Analyst I
27	Network Systems Analyst
28	Database Administrator
29	Programmer Analyst III
30	Programmer Analyst II
31	Programmer Analyst I
32	Web Programmer Analyst
33	Senior Data Analyst
34	Data Analyst I
35	Data Analyst II
36	Senior Meteorologist
37	Meteorologist II
38	Meteorologist III
39	Senior Oceanographer
40	Oceanographer II
41	Scientific Systems Analyst
42	Environmental Scientist
43	Data Reduction Analyst II
44	Logistics Specialist
45	Logistics Clerk
46	Illustrator III
47	Senior Quality Assurance Specialist
48	Quality Assurance Specialist
49	Production Control Clerk
50	Word Processor III
51	Consultant
52	Sr Financial Analyst
53	Jr Financial Analyst
54	Purchasing/Contract Specialist
55	Administrative Asst/Secretary III
56	Sr Oceanographer V On Site
57	Sr Systems Eng IV On Site
58	Sr Systems Eng V On Site
59	Sr Acoustician IV On Site
60	Reliability Engineer On Site
61	Sr Scientist III On Site
62	Sr Scientist IV On Site
63	Sr Scientist V On Site
64	Sr Scientist VI On Site
65	Mechanical Eng IV On Site
66	Chief Engineer On Site
67	Hydrographer On Site
68	Project Manager On Site
69	Environmental Scientist On Site
70	Electronics Engineer On Site
71	Systems Engineer On site
72	Software Engineer On Site
73	Drafter IV On Site
74	Computer Systems Analyst On Site
75	Programmer Analyst II On Site
76	Programmer Analyst I On Site
77	Web Designer/Java Programmer On Site
78	Web Programmer Analyst On Site
79	Data Programmer On Site
80	Data Manager On Site
81	Data Analyst I On Site
82	Mechanical Engineer I On Site

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

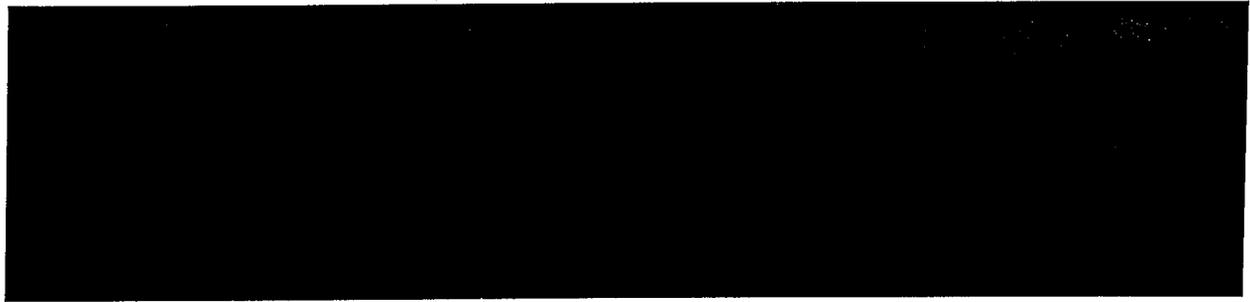
83	Oceanographer I On Site
84	Sr Oceanographer V On Site
85	Ocean Instrument Specialist On Site
86	Ocean Engineer On Site
87	Ocean Operations/Logistics On Site
88	Project Controller On Site
89	Sr Oceanographer On Site
90	Oceanographer III On Site
91	Sr Ocean Engineer On Site
92	Sr Systems Engineer On Site
93	Ocean/Mechanical Engineer On Site
94	Mechanical Engineer I On Site
95	Eng Tech VI On-Site East
96	Eng Tech VI On-Site West
97	Eng Tech V On-Site East
98	Eng Tech V On-Site West
99	Eng Tech IV On-Site East
100	Eng Tech IV On-Site West
101	Eng Tech III On-Site East
102	Eng Tech III On-Site West
103	Electronics Tech, Maint III On Site East
104	Electronics Tech, Maint III On Site West
105	Electronics Tech, Maint II On Site East
106	Electronics Tech, Maint II On Site West
107	Electronics Tech, Maint I On Site East
108	Electronics Tech, Maint I On Site West
109	Maintenance Machinist On Site East
110	Maintenance Machinist On Site West
111	Maintenance Trades Helper on Site East
112	Maintenance Trades Helper on Site West
113	Drafter IV On Site East
114	Drafter IV On Site West
115	Drafter III On Site East
116	Drafter III On Site West
117	Drafter II On Site East
118	Drafter II On Site West
119	RSC Site Manager On Site East
120	RSC Site Manager On Site West
121	Data Systems Architect
122	Sr Scientist V On Site

Firm-Fixed Price hourly burdened labor rates are set for the base period of the contract. As agreed to during negotiations, SAIC has not proposed a ceiling on the Direct Labor Rates for Cost Plus Fixed Fee task orders. The Direct Labor for these tasks shall be billed at actual costs. In contrast, the indirect rates shall have ceilings. Each SAIC Company and Division will have its own composite ceiling rate on the indirect cost pools. The invoice shall identify the indirect ceiling composite rate for each labor category and there will be no averaging or selecting the higher composite rate for the labor charged to the task. These ceilings are the sum of the individual components (Overhead, Fringe, G&A, SCA Premium) and are not the wrap rates. The following table documents these ceiling composite rates for each SAIC Company and Division during the base period of this contract:

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS



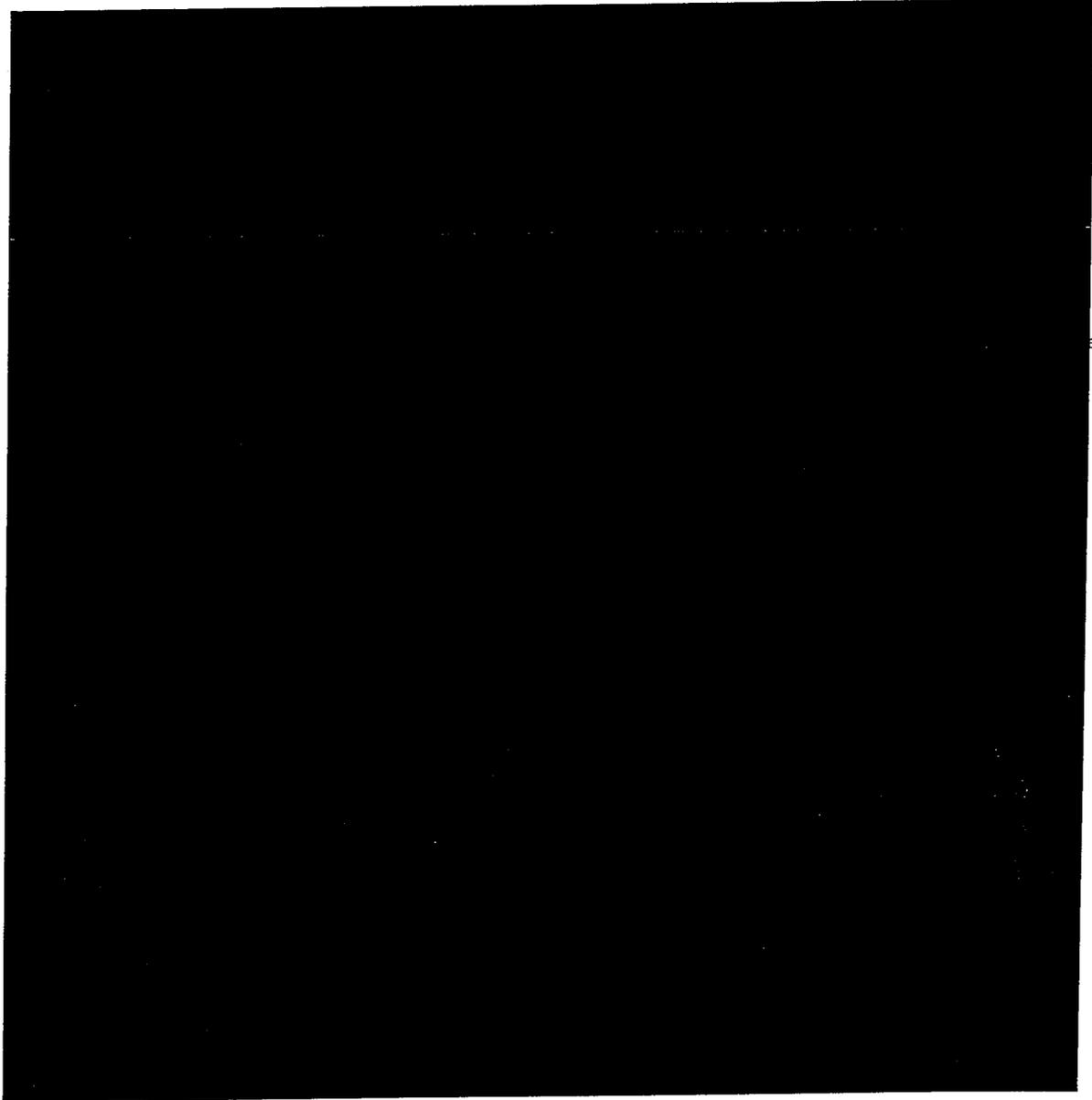
For years two through five in the base period, the offeror shall propose an escalation rate. The escalation rate shall be applied to both the fixed price and cost plus fixed fee rates to cover cost of living increases, other pay raises, and Service Contract Act Wage Determination Adjustments.



The contract rates are fully burdened. Whenever Cost Plus Fixed Fee Task Orders are issued, the fee will be segregated from the other costs during negotiations and fixed in order to comply with the terms and conditions of Cost Plus Fixed Fee contracts.



SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS



B.7 RATE SCHEDULE FOR AWARD-TERM OPTION YEARS

Upon successful award of an award-term option year in accordance with Section H of this solicitation, the contractor shall propose a new rate schedule within ninety (90) calendar days.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 1352.237-70 REPORTS (MARCH 2000)

a. Progress Reports

The Contractor shall submit, to the Government, a progress report every month after the effective date of the contract. The Contractor shall prepare a progress report advising of the work completed during the performance period, the work forecast for the following period, and the names, titles and number of hours expended for each of the Contractor's professional personnel assigned to the contract, including officials of the Contractor. The report shall also include any additional information--including findings and recommendations--that may assist the Government in evaluating progress under this contract. The first report shall include a detailed work outline of the project and the Contractor's planned phasing of work by reporting period.

b. Final Report

Within thirty (30) days of completion of the performance period, the Contractor shall submit, to the Government, a comprehensive draft report containing the Contractor's findings and recommendations. The report shall conform to the requirements of the contract, and include all necessary data, maps and exhibits to support findings and recommendations. It shall include a recapitulation of the amount of hours expended by each of the Contractor's employees, including officials of the Contractor. The report shall also include a brief summary, including short statements on the project's objectives, scope, methodology, information obtained, and conclusions. The Government will review the draft and return it to the Contractor within thirty (30) days after receipt with comments and instructions for a format to be used in the preparation of the final report. The Contractor shall incorporate the comments into a final report and furnish the Government with three (3) copies within ten (10) calendar days after receipt of the Government's comments.

c. Financial Report for Active Task Orders

The contractor shall provide statements of cost incurred by task every 2 weeks to the Government. The statement of cost incurred will include a complete list of both Fixed Price and Cost Plus Fixed Fee task orders identified by NDBC Branch and Description of the effort. The report will display all labor and non-labor charges incurred during the two-week period. Finally, the report will show the total amount of labor and non-labor dollars allocated to each task order.

C.2 Contractor Response to the Statement of Objectives

The proposal submitted for this solicitation included a response to the Statement of Objectives (SOO) located in Section J of this contract. Proposal Volume II contained this response and required plans including the Management Plan; Phase-In Plan; Environmental and Safety Plan; Quality Assurance Plan; Small Business Subcontracting Plan; and the Award Term Incentive Plan. The response to the SOO and the required plans are incorporated into Section J of the contract by reference only.

SECTION D
PACKAGING AND MARKING

D.1 1352.247-70 PACKING FOR DOMESTIC SHIPMENT (MARCH 2000)

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification rules, or regulations of other carriers as applicable to the mode of transportation.

D.2 1352.247-71 PACKING FOR OVERSEAS SHIPMENT (MARCH 2000)

Supplies shall be packed for overseas shipment in accordance with the best commercial export practice suitable for transport to arrive undamaged at ultimate destination.

D.3 1352.247-72 MARKING DELIVERABLES (MARCH 2000)

The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract, except for reports.

Mark deliverables, except for reports, for:
QA1330-05-CQ-1035

SECTION E
INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of clause)

E.2 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)
(Reference 46.304)

E.3 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)
(Reference 46.305)

E.4 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)
(Reference 46.316)

E.5 1352.246-70 INSPECTION AND ACCEPTANCE (MARCH 2000)

The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract. Inspection and acceptance will be performed at:

National Data Buoy Center
Building 1100
Stennis Space Center, MS 39529-6000

E.6 PERFORMANCE AND INCENTIVES

Certification by the Government of satisfactory services provided is contingent upon the Contractor performing in accordance with the terms and conditions of the Performance-Based Contract for Technical Services for the Operation and Maintenance of the Marine Observation Network issued task orders. The Government requires compliance with all contract-level and task order requirements to qualify for incentives. Performance metrics and incentives and disincentives shall be submitted by the Contractor and negotiated/accepted by the Government on all task order proposals over the life of this contract.

The SAIC Incentive Philosophy detailed in Proposal Volume I, Page 81 and 81-A shall form the basis of task level incentives and disincentives on this contract.

SECTION F
DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov>
<http://farsite.hill.af.mil/vffara.htm>

(End of clause)

F.2 52.242-15 I STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)
(Reference 42.1305)

F.3 52.247-34 F.O.B. DESTINATION (NOV 1991)
(Reference 47.303-6)

F.4 1352.215-70 PERIOD OF PERFORMANCE (MARCH 2000)

a. The period of performance of this contract is from 07/01/2005 through 06/30/2010. If an award-term option is exercised, the period of performance shall be extended through the end of that option period.

b. The option periods that may be exercised are as follows:

Period	Start Date	End Date
Award-Term Option I	07/01/2010	06/30/2011
Award-Term Option II	07/01/2011	06/30/2012
Award-Term Option III	07/01/2012	06/30/2013
Award-Term Option IV	07/01/2013	06/30/2014
Award-Term Option V	07/01/2014	06/30/2015

F.5 DELIVERY SCHEDULE

The delivery schedule shall be established on the task orders.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MARCH 2000)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

G.2 1352.201-71 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MARCH 2000)

a. Dan Henderson is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at:

NATIONAL DATA BUOY CENTER
Building 1100 Room 344B
Stennis Space Center, MS 39529
Dan.Henderson@noaa.gov
228-688-2823

b. The responsibilities and limitations of the COTR are as follows:

- (1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for the COTR by naming such assistant(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.3 1352.216-76 PLACEMENT OF ORDERS (MARCH 2000)

The Contractor shall provide services under this Contract only as directed in Task Orders. In accordance with FAR 16.505, each order will include:

- (i) Date of order.
- (ii) Contract number and order number.
- (iii) Item number and description, quantity, and unit price or estimated cost or fee.
- (iv) Delivery or performance date.
- (v) Place or delivery or performance (including consignee).
- (vi) Packaging, packing, and shipping instructions, if any.
- (vii) Accounting and appropriation data.
- (viii) Method of payment and payment office, if not specified in the contract.
- (ix) Any other pertinent information.

SECTION G
CONTRACT ADMINISTRATION DATA

In accordance with FAR 52.216-18, ORDERING, the following individuals (or activities) are authorized to place orders against this contract:

National Data Buoy Center Contracting Officer

G.4 1352.245-70 GOVERNMENT FURNISHED PROPERTY (MARCH 2000)

The Government property provided to the Contractor for use in the performance of this Contract is described in Section J. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause included in this contract.

G.5 GOVERNMENT PROPERTY - FACILITIES USE

In performance of this contract, the Contractor is authorized to use on a no-charge, noninterference basis, the following Government-owned facilities:

National Data Buoy Center
Buildings 3203, 3203A, 3204, and 3205
Trailers 134, 135, and MPA-1
Stennis Space Center, MS 39529

NDBC Sterling Test Facilities
Sterling, VA

These facilities shall be used and maintained in accordance with FAR 52.245-11 - Government Property (Facilities Use) (APR 1984).

G.6 VOUCHERS AND BILLING REQUIREMENTS *modified by MOD 0003*

(a) All vouchers for cost plus fixed fee task orders shall be submitted (in three copies) to:

Branch Manager
DCAA Gulf Coast Branch Office
1126 Jackson Avenue, Suite 310
Pascagoula, MS 39567

This agency has been assigned as the cognizant audit agency.

(b) All vouchers for firm-fixed price task orders shall be submitted (in two copies) to:

Contracting Officer
National Data Buoy Center
Building 1100, Room 360
Stennis Space Center, MS 39529

(c) Payment of all approved vouchers will be made by;

Central Administrative Support Center
601 E. 12th Street, Room 1760
Kansas City, MO 64106

(d) The Contractor may submit, at least monthly or by Contractor accounting period, a billing using "Public Voucher for Purchases and Services Other than Personal," Standard Form 1034.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 1352.208-70 PRINTING (MARCH 2000)

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with performing under this contract. Provided, however, that performing a requirement under this contract involving the duplicating of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages are not exceeding a maximum image size of 10 and 3/4 inches by 14 and 1/4 inches, will not be deemed printing.

H.2 1352.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MARCH 2000)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.3 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (MARCH 2000)

a. The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.

b. The Contractor agrees that it will not disclose any information described in Subsection A to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

H.4 1352.209-73 COMPLIANCE WITH THE LAWS (MARCH 2000)

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.5 1352.216-78 TASK ORDERS (MARCH 2000)

a. In task order contracts all work shall be initiated only by issuance of a fully executed task order issued by the Contracting Officer. The work to be performed under these task orders must be within the scope of the contract. The Government is only liable for labor hours expended under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized shall be disallowed.

b. The Contracting Officer shall initiate the task order implementation process by preparing a statement of requirements or objectives to be achieved by completion of the task order in the form of a Task Objective Statement (TOS). The TOS will contain a detailed description of the functional or other objectives to be achieved, a schedule for completion of the task order, and deliverables to be provided by the task order.

c. The Contractor shall acknowledge receipt of each TOS and shall develop and forward to the Contracting Officer within ten (10) calendar days a proposed Task Management Plan (TMP) for accomplishing the assigned task within the period specified. The TMP shall define the scope, specific tasks and actions which are proposed to be taken by the Contractor to complete the task order, and cost estimate/proposed price. The TMP shall provide the Contractor's interpretation of the scope of work, a description of the technical approach, and a work schedule.

d. Based upon the contents of the TMP, the Contractor and the Government shall negotiate the number of hours and labor mix required to complete the task order, any changes in the scope of the work to be performed, the schedule or the deliverables to be provided in the task order.

e. Within five (5) working days following the conclusion of the final negotiations related to the TMP, the Contractor shall submit a revised TMP which reflects the negotiated agreement.

f. Task orders will be considered fully executed upon signature of the Contracting Officer. The Contractor shall begin work on the task order in accordance with the effective date indicated on the task order.

g. Following execution of the task order, technical clarifications may be issued in writing at any time by the COTR to amplify, or provide additional guidance to the Contractor regarding performance of the task order. The Contractor shall notify the Contracting Officer of any instructions or guidance the Contractor considers to be a change to the task order which will impact the cost, schedule or deliverables content of the baseline work plan. In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally modified in writing by the Contracting Officer to reflect modifications to tasking. The Contractor is responsible for revising the work plan to reflect task order modifications within five (5) working days following negotiation or issuance of a modification of the task order.

h. Task orders may be placed during the period of performance of the contract, as identified in Section F. Labor rates applicable to hours expended in performance of an order will be the contract rates that are in effect at the time the task order is executed. Any order issued during the period of performance of this contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices. Work performed on such orders after the end of the contract's period of performance will continue to be charged at the last effective rates.

H.6 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)--ALTERNATE II
(OCT 2001)

- (a) This clause does not apply to small business concerns.
- (b) Definitions. As used in this clause--

SECTION H
SPECIAL CONTRACT REQUIREMENTS

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and

SECTION H
SPECIAL CONTRACT REQUIREMENTS

- services to be subcontracted, and an identification of the types planned for subcontracting to--
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

- (10) Assurances that the offeror will--
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
 - (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact--
 - (A) Trade associations;
 - (B) Business development organizations;

SECTION H
SPECIAL CONTRACT REQUIREMENTS

- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
 - (v) Records of internal guidance and encouragement provided to buyers through--
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--
- (1) The master plan has been approved;
 - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the

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individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally; for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

H.7 1352.228-70 INSURANCE COVERAGE (MARCH 2000)

Pursuant to the clause "Insurance-Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

a. Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

b. General Liability.

(1) The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

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(2) Property Damage Liability Insurance shall be required in the amount of \$500,000.

c. Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

d. Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

e. Vessel liability. When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

H.8 1352.228-71 DEDUCTIBLES UNDER REQUIRED INSURANCE COVERAGE (MARCH 2000)

The following requirements apply to all Cost Plus Fixed Fee task orders on this contract:

a. The Contractor is required to present evidence of the amount of any deductibles in its insurance coverage.

b. For any insurance required pursuant to 1352.228-70, Insurance Coverage, the contractor's deductible is not allowable as a direct or indirect cost under this contract. The Government is not liable, and cannot be invoiced, for any losses up to the minimum amounts of coverage required in subsections (a) through (d) above. If the Contractor obtains an insurance policy with deductibles, the Contractor, and not the Government, is responsible for any deductible amount up to the minimum amounts of coverage stated.

c. If the Contractor fails to follow all procedures stated in this subsection and in FAR 52.228-7(g), any amounts above the amount of the obtained insurance coverage which are not covered by insurance will not be reimbursable under the contract.

H.9 1352.228-72 DEDUCTIBLES UNDER REQUIRED INSURANCE COVERAGE (MARCH 2000)

The following requirements apply to all Firm-Fixed Price task orders on this contract:

When the Government is injured, wholly or partially as a result of the Contractor's actions and such actions are covered by the insurance required by 1352.228-70, Insurance Coverage, the Government is entitled to recover from the Contractor the full amount of any such injury attributable to the Contractor regardless of an deductible. The Contracting Officer may offset the amount of recovery against any payment due to the Contractor.

H.10 1352.231-70 DUPLICATION OF EFFORT (MARCH 2000)

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The Contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, and not incidental to any other work, pursuit, research, or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

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H.11 1352.233-70 HARMLESS FROM LIABILITY (MARCH 2000)

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject to or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

H.12 1352.237-72 SECURITY PROCESSING FOR CONTRACTOR/SUBCONTRACTOR PERSONNEL WORKING ON A DEPARTMENT OF COMMERCE SITE (LOW AND MODERATE RISK CONTRACTS) (MARCH 2000) *modified by MOD 1803*

a. Security Processing Requirements

(1) U.S. Citizens Working on DoC Site

All contractor (and subcontractor) personnel proposed to work on the premises of a Department of Commerce site for 180 days or more must undergo security processing by the Department's Office of Security (OSY) to be eligible to work on the site.

(2) Foreign Nationals (Non-U.S. Citizens)

Regardless of anticipated length of on-site work, all foreign nationals to be employed under this contract must:

- (a) Have legal visa status with the Immigration and Naturalization Service (INS);
- (b) Have advance approval from the servicing Security Officer in consultation with the Office of Security.

b. Submittal Requirements - U.S. Citizens

(1) Duration of Onsite Work: 180 to 364 days (between 6 months and 1 year)

For individuals who will be performing work on a DoC site between 180 and 364 days, the Department will perform a Special Agreement Check (SAC). The scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).

The Contractor must complete and submit the following form to the Contracting Officer's Technical Representative (COTR):

Form FD-258 (Fingerprint Chart).

Copies of this form can be obtained from the COTR. Upon receipt of the FD-258, the COTR will complete form OFI 86C (Special Agreement Check) and will forward both to the operating unit Security Officer. The security officer will advise the COTR whether work can commence prior to the suitability determination, based on the specifics of the situation.

The COTR will notify the Contractor of an approved contract start date as well as favorable findings of the suitability determination.

(2) Duration of Onsite Work: 365 days (1 year) or more

Individuals proposed to perform work on a DoC site for 1 year (365 days) or more are required to have a NACI check (National Agency Check Plus Written Inquiries)

The Contractor must complete and submit the following forms to the Contracting Officer's Technical Representative (COTR):

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Standard Form 85P (SF-85P, Questionnaire for Public Trust Positions) FD-258 (Fingerprint Chart).

Copies of these forms can be obtained from the COTR. Upon receipt of the required forms, the COTR will forward the forms to the operating unit Security Officer. The security officer will advise the COTR whether work can commence prior to the suitability determination, based on the specifics of the situation. The COTR will notify the Contractor of an approved contract start date as well as favorable findings of the suitability determination.

c. Submittal Requirements - Foreign Nationals

All foreign nationals proposed to work on a DoC site will be subject to a Special Agreement Check (SAC) to determine whether the foreign national has official legal status in the United States.

The Contractor must submit the following forms to the COTR for all foreign nationals proposed to work on a DoC site:

FD-258 (Fingerprint Chart)

Form OFI 86C (Special Agreement Check) with signature authorization for release of information

Copies of these forms can be obtained from the COTR. Upon receipt of the required forms, the COTR will forward the copies to the operating unit Security Officer. The COTR will notify the Contractor of favorable findings and will notify the Contractor regarding an approved date to commence work under the contract.

d. Suitability Updates

Any individual (including foreign nationals) processed on the form OFI-86C (Special Agreement Check) who stays on the contract over 364 days will be required to have a NACI Complete suitability check to stay on the job site.

e. Notification of Disqualifying Information

If OSY receives disqualifying information on a contract employee, the Contractor, upon notification of such by the Contracting Officer, must immediately remove the employee from duties which require access to DOC facilities.

Individuals may be barred from working on the premises of a facility for any of the following:

- (1) Conviction of a felony or a crime of violence or of a misdemeanor involving moral turpitude.
- (2) Falsification of information entered on security screening forms or on other documents to the Department.
- (3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.
- (4) Any behavior judged to pose a potential threat to departmental personnel or property.

Failure to comply with the requirements may result in termination of this contract. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to classified information.

H.13 1352.237-73 KEY PERSONNEL (MARCH 2000)

a. The Contractor shall designate key personnel in each task order.

b. The Contractor shall obtain the consent of the Contracting Officer prior to making Key Personnel substitutions. Replacements for Key Personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced specified.

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c. Requests for changes shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

H.14 1352.239-73 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES
(OCT 2003) *modified by MOD 0003*

(a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to DOC's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause that term "Sensitive" is defined by the guidance set forth in:

- (1) The DOC IT Security Program Policy and Minimum Implementation Standards
(<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>);
- (2) The Office of Management and Budget (OMB) Circular A-130, Appendix III, Security of Federal Automated Information Resources, (<http://csrc.nist.gov/secplcy/a130app3.txt>) which states that there is a "presumption that all general support systems contain some sensitive information."
contain some sensitive information."; and
- (3) The Computer Security Act of 1987 (P.L. 100-235)
(<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information "... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

For purposes of this clause, the term "Classified" is defined by the guidance set forth in:

- (1) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4
(<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>);
- (2) The DOC Security Manual, Chapter 18
(<http://www.osec.doc.gov/osy/>).
- (3) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of DOC IT resources for all of the contractor's systems that are interconnected with a DOC network or DOC systems that are operated by the Contractor.

(b) All Contractor personnel performing under this contract and Contractor equipment used to process or store DOC data, or to connect to DOC networks, must

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comply with the requirements contained in the DOC Information Technology Management Handbook <http://www.osec.doc.gov/cio/itmweb/itmweb1.html>), or equivalent/more specific agency or bureau guidance as specified immediately hereafter N/A.

(c) For all Contractor-owned systems for which performance of the contract requires interconnection with a DOC network or that DOC data be stored or processed on them, the Contractor Shall:

(1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Federal Information Security Management Act of 2002, Pub. L. No. 107-347, 116 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296, 116 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51, 2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and DOC policies and procedures that include, but are not limited to:

- (a) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources (<http://csrc.nist.gov/secplcy/a130app3.txt>);
- (b) National Institute of Standards and Technology Special Publication 800-18, Guide for Developing Security Plans for Information Technology Systems (<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>); and
- (c) DOC Procedures and Guidelines in the Information Technology Management Handbook (<http://www.osec.doc.gov/cio/itmweb/itmweb1.html>).
- (d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and

(2) Within 14 days after contract award, the contractor shall submit for DOC approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in DOC IT Security Program Policy, Sections 3.4 & 3.5 (<http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm>). The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the DOC IT Security Manager, or Agency/Bureau IT Security Manager/Officer, shall be incorporated as part of the contract. DOC will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined in DOC IT Security Program Policy, Sections 3.4 and 3.5 (<http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm>) may result in termination of the contract.

(d) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.
(End of clause)

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H.15 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTORS/SUBCONTRACTOR PERSONNEL FOR ACCESSING DOC INFORMATION TECHNOLOGY SYSTEMS (OCT 2003)

(a) Contractor personnel requiring any access to systems operated by the Contractor for DOC or interconnected to a DOC network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, Security Processing Requirements for Service Contracts. DOC shall provide screening using standard personnel screening forms, which the Contractor shall submit to the DOC Contracting Officer's Technical Representative (COTR) based on the following guidance:

- 1) Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with "global access" to an automated information system require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.
- 2) Contract personnel performing work designated Contract Moderate Risk who are not performing IT-related contract work do not require a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subject's start of work on the contract, regardless of the expected duration of the contract.
- 3) Contract personnel performing work designated Contract Low Risk will require a National Agency Check and Inquiries (NACI) upon the subject's start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subject's start of work on the contract.
- 4) Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 days but is less than 365 calendar days. The SAC must be initiated within three working days of the subject's start of work on the contract.
- 5) Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM), (<http://www.dss.mil/isec/nispom.htm>) and be granted eligibility for access to classified information prior to beginning work on the contract. The security forms may be obtained from the cognizant DOC security office servicing your bureau, operating unit, or Departmental office. At the option of the government, interim access to DOC IT systems may be granted pending favorable completion of a pre-employment check. Final access may be granted only on completion of an appropriate investigation based upon the risk level assigned to the contract by the Contracting Officer.

(b) Within 5 days after contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with DOC IT Security Program Policy, section 3.13 (<http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm>). The COTR will inform the Contractor of any other available DOC training resources.

(c) Within 5 days of contract award, the Contractor shall provide the COTR with signed NonDisclosure Agreements as specified in Commerce Acquisition Regulation (CAR), 1352.209-72, Restrictions Against Disclosures.

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(d) The Contractor shall afford DOC, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC data or to the function of computer systems operated on behalf of DOC, and to preserve evidence of computer crime.

(e) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.
(End of clause)

H.16 1352.242-71 POST-AWARD CONFERENCE (MARCH 2000)

A post-award conference with the successful offeror may be required. If required, it will be scheduled and held within 14 calendar days after the date of contract award. The conference will be held at:

National Data Buoy Center
Building 1100
Stennis Space Center, Mississippi 39529-6000
Tim Black 228-688-2382

H.17 1352.252-70 REGULATORY NOTICE (MARCH 2000)

Contractors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

H.18 AUTHORIZATION OF GOVERNMENT PAID TRAVEL - *modified by MOD 0003*

The Contractor shall be reimbursed for travel expenses in accordance with the Federal Travel Regulations, prescribed by the General Services Administration. Travel must be authorized on the task order.

H.19 AWARD-TERM INCENTIVE

The Contractor can qualify for up to five (5) one-year options to extend the term of the contract by providing excellent service during the base and option periods of the contract. Once an award-term option year is earned, it may be exercised in accordance with FAR 17.207. The Director of the National Data Buoy Center has been designated as the Term Determining Official (TDO).

Interim evaluations of the Contractor's performance shall be conducted at six (6) month intervals throughout the life of the contract. The Contractor shall be advised of the strengths/weaknesses in performance exhibited during the preceding six (6) months. No formal ratings will be assigned at this time. The Contractor shall submit a written self evaluation to the TDO every six (6) months. This self evaluation shall not exceed ten (10) pages.

The first Award Term Evaluation will occur in the third year of the base period. Additional evaluations will be held on an annual basis for the next four (4) years. The contractor may earn one option year per evaluation. If the Contractor fails to earn an award-term option year in the first evaluation, the Contracting Officer may declare the Award-Term Incentive void. If after earning its first award-term option year, the contractor fails to earn an award-term option year in any succeeding year of contract performance, the Contracting Officer may cancel any additional award-term option years that the contractor has earned, but have not commenced, and declare the Award-Term Incentive void.

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If the Contracting Officer determines that the Contractor's performance does not conform to any material requirement of this contract at any time, then the Contracting Officer may cancel any additional award-term option years that the contractor has earned, but have not commenced, and declare the Award-Term Incentive void. The Contracting Officer's decision in this regard is independent of any decision whether to terminate the contract for convenience or default.

The cancellation of any award-term option years or the voiding of the Award-Term Incentive for any reasons set forth in this clause shall not be considered a termination and shall not entitle a Contractor to remedies under any termination clause in this contract. Notwithstanding the provisions of this clause, the Government retains the right to terminate this contract for convenience or default in accordance with the clauses set forth in Section I.

H.20 HOLIDAYS AND ADMINISTRATIVE LEAVE

The Federal Government observes the following holidays:

New Year's Day	Martin Luther King's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving	Christmas

And any other day designated as such by Federal Statute, Executive Order, or by Presidential Proclamation.

When any such day falls on a Saturday, the preceding Friday is observed and when any such day falls on a Sunday, the following Monday is observed. Observation of these days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, estimated cost or fee, if any, except as set forth in the contract.

Contractor personnel performing on site under this contract shall limit their observation of holidays to those set forth above. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either direct or indirect costs.

For Cost Plus Fixed Fee Task Orders: During inclement weather, if Stennis Space Center, MS, is open then Contractor employees shall report to work.

H.21 SECTION 508 ACCESSABILITY

All electronic and information technology procured through this contract shall be in compliance with 36 CFR 1194, unless an agency exception to this requirement exists. Details can be found at <http://www.access-board.gov/sec508/508standards.htm>.

SECTION I
CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
<http://www.arnet.gov> <http://farsite.hill.af.mil/vffara.htm>
(End of clause)

I.2 52.202-1 DEFINITIONS (JUL 2004)
(Reference 2.201)

I.3 52.203-3 GRATUITIES (APR 1984)
(Reference 3.202)

I.4 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
(Reference 3.404)

I.5 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
(Reference 3.503-2)

I.6 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
(Reference 3.502-3)

I.7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(Reference 3.104-9)

I.8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(Reference 3.104-9)

I.9 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
(Reference 3.808)

I.10 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
(Reference 4.303)

I.11 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
(Reference 4.1104)

I.12 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
(Reference 9.409)

I.13 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)
(Reference 15.209)

I.14 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
(Reference 15.209)

I.15 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
(Reference 15.408)

I.16 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(Reference 15.408)

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- I.17 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
(Reference 15.408)
- I.18 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(Reference 15.408)
- I.19 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)
(Reference 15.408)
- I.20 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUNE 2003)
(Reference 15.408)
- I.21 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS
(PRB) OTHER THAN PENSIONS (OCT 1997)
(Reference 15.408)
- I.22 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN
COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(Reference 15.408)
- I.23 52.216-7 ALLOWABLE COST AND PAYMENT (Dec 2002)
(Reference 16.307)
- I.24 52.216-8 FIXED FEE (MAR 1997)
(Reference 16.307)
- I.25 RESERVED
- I.26 RESERVED
- I.27 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS
CONCERNS (JAN 1999)
(Reference 19.1308)
- I.28 RESERVED
- I.29 RESERVED
- I.30 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
(Reference 19.708)
- I.31 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED
BUSINESS CONCERNS (JUNE 2003)
(Reference 19.1104)
- I.32 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
(Reference 22.103-5)
- I.33 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
(Reference 22.103-5)
- I.34 52.222-3 CONVICT LABOR (JUNE 2003)
(Reference 22.202)
- I.35 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME
COMPENSATION (SEPT 2000)
(Reference 22.305)
- I.36 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(Reference 22.810)

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- I.37 52.222-26 EQUAL OPPORTUNITY (APR 2002)
(Reference 22.810)
- I.38 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. [Dec 2001]
(Reference 22.1310)
- I.39 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(Reference 22.1408)
- I.40 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
(Reference 22.1006)
- I.41 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)
(Reference 22.1006)
- I.42 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
(Reference 23.1005)
- I.43 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
(Reference 23.505)
- I.44 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)
(Reference 23.705)
- I.45 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
(Reference 23.906)
- I.46 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JAN 2004)
(Reference 25.1103)
- I.47 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
(Reference 27.201-2)
- I.48 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
(Reference 27.202-2)
- I.49 52.227-14 RIGHTS IN DATA--GENERAL (JUN 1987)
(Reference 27.409)
- I.50 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
(Reference 28.311-2)
- I.51 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (April 2003)
(Reference 29.401-3)
- I.52 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)
(Reference 30.201-4)
- I.53 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
(Reference 30.201-4)
- I.54 52.232-1 PAYMENTS (APR 1984)
(Reference 32.111)
- I.55 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
(Reference 32.111)
- I.56 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
(Reference 32.111)
- QA1330-05-CQ-1035

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- I.57 52.232-11 EXTRAS (APR 1984)
(Reference 32.111)
- I.58 RESERVED
- I.59 52.232-16 III PROGRESS PAYMENTS (APR 2003)-ALTERNATE III (APR2003)
(Reference 32.502-4)
- I.60 52.232-17 INTEREST (JUNE 1996)
(Reference 32.617)
- I.61 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
(Reference 32.705-1)
- I.62 52.232-22 LIMITATION OF FUNDS (APR 1984)
(Reference 32.705-2)
- I.63 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
(Reference 32.806)
- I.64 RESERVED
- I.65 52.232-25 I PROMPT PAYMENT (OCT 2003)--ALTERNATE I (FEB 2002)
(Reference 32.908)
- I.66 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR
REGISTRATION (OCT 2003)
(Reference 32.1110)
- I.67 52.233-1 DISPUTES (JUL 2002)
(Reference 33.215)
- I.68 RESERVED
- I.69 52.233-3 I PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)
(Reference 33.106)
- I.70 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
(APR 1984)
(Reference 37.110)
- I.71 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
(Reference 37.110)
- I.72 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
(Reference 39.107)
- I.73 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
(Reference 42.802)
- I.74 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAR 2001)
(Reference 42.709-6)
- I.75 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
(Reference 42.703-2)
- I.76 52.242-13 BANKRUPTCY (JUL 1995)
(Reference 42.903)
- I.77 RESERVED
- QA1330-05-CQ-1035

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- I.78 52.243-1 II CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE II (APR 1984)
(Reference 43.205)
- I.79 52.244-2 SUBCONTRACTS (AUG 1998)
(Reference 44.204)
- I.80 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
(Reference 44.204)
- I.81 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2004)
(Reference 44.403)
- I.82 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004)
(Reference 45.106)
- I.83 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR
LABOR-HOUR CONTRACTS) (MAY 2004)
(Reference 45.106)
- I.84 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(Reference 46.805)
- I.85 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY
2004)
(Reference 49.502)
- I.86 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
(Reference 49.503)
- I.87 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
(Reference 49.504)
- I.88 52.249-14 EXCUSABLE DELAYS (APR 1984)
(Reference 49.505)
- I.89 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED
SERVICES (JAN 1991)
(Reference 51.105)
- I.90 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
(Reference 53-111)
- I.91 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 the date of contract award through contract expiration.

(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)

SECTION I
CONTRACT CLAUSES

I.92 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 \$1000 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 contract ceiling.

(2) Any order for a combination of items in excess of the contract ceiling

or

(3) A series of orders from the same ordering office within the performance period of the contract.

(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 10 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)

I.93 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 180 days following contract expiration.

(End of clause)

I.94 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

SECTION I
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THIS STATEMENT IS FOR INFORMATION ONLY (IT IS NOT A WAGE DETERMINATION):

Drafter IV, GS-7, 16.19
Drafter III, GS-5, 13.07
Drafter II, GS-4, 11.68
Engineering Technician VI, GS-11, 23.97
Engineering Technician V, GS-9, 19.81
Engineering Technician IV, GS-7, 16.19
Engineering Technician III, GS-5, 13.07
Electronic Technician, Maintenance III, WG-10, 19.66
Electronic Technician, Maintenance II, WG-9, 18.98
Electronic Technician, Maintenance I, WG-8, 18.32
Computer Operator IV, GS-7, 16.19
Computer Systems Analyst II, GS-12, 28.73
Computer Systems Analyst I, GS-11, 23.97
Supply Technician, GS-7, 16.19
Shipper/Receiver, WG-4, 15.45
Shipper/Packer, WG-4, 15.45
Warehouse Specialist, WG-5, 16.22
Illustrator III, GS-9, 19.81
Production Control Clerk, GS-6, 14.57
Word Processor III, GS-5, 13.07
Accounting Clerk II, GS-3, 10.41
Maintenance Machinist, WG-10, 19.66
Maintenance Trades Helper, WG-5, 16.22
Transportation Assistant, GS-7, 16.19
(End of clause)

I.95 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 15 calendar days of contract expiration.
(End of clause)

I.96 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 15 calendar days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar 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 10 years.
(End of clause)

SECTION J

LIST OF ATTACHMENTS-STATEMENT OF WORK/SPECIFICATIONS
ARE HEREBY MADE A PART OF THIS SOLICITATION AND ANY
RESULTANT CONTRACT

Exhibit A - Statement of Objectives

Exhibit B - Wage Board Determinations (WBD):
Wage Determination No.: 1994-2103 Rev: 33 Dated: 03/10/2005
Wage Determination No.: 1994-2301 Rev: 25 Dated: 09/30/2004

Exhibit C - Contractor's Small, Small Disadvantaged and Women-Owned Business
Subcontracting Plan, dated 1/10/05 and revised 4/12/05.

Exhibit D - NDBC Staffing Description Guide.

Exhibit E - Volume II of the Contractor's proposal dated 1/14/05 and revised
4/12/05 is incorporated into this contract by reference only.
Attached to this volume are the following plans:

1. Management Plan, dated 1/14/05 and revised 4/12/05.
2. Award-Term Incentive Plan, dated 1/14/05.
3. Phase-In Plan, dated 1/14/05.
4. Environmental and Safety Plan, dated 1/14/05.
5. Quality Assurance Plan, dated 1/14/05 and revised 4/12/05.

STATEMENT OF OBJECTIVES
FOR THE
PERFORMANCE-BASED CONTRACT FOR
TECHNICAL SERVICES SUPPORTING
THE OPERATION AND MAINTENANCE OF
THE MARINE OBSERVATION NETWORK
FOR THE NATIONAL DATA BUOY CENTER
STENNIS SPACE CENTER, MISSISSIPPI

A. PURPOSE

The purpose of this Statement of Objectives (SOO) is to acquire technical services to provide uninterrupted delivery of high quality, real-time environmental data to the operational elements of the National Oceanic and Atmospheric Administration (NOAA) and the National Weather Service (NWS) for weather forecasting and warning.

B. Scope of Effort

Since its transfer from the U.S. Coast Guard in 1972, the National Data Buoy Center (NDBC) has been comprised of a combination of National Oceanic and Atmospheric Administration (NOAA) civil service employees, U. S. Coast Guard (USCG) personnel, and a service contractor. NDBC serves as the Manager and Program Office for the NWS Marine Observation Program (MOP), as expressed in NWS Policy Instruction 10-2 "Marine Observation Program." Working as an integrated team, NDBC manages the development, operations, and maintenance of the Marine Observation Network (MON), in direct support of the MOP. Our team serves as the NOAA focal point for data buoy and associated meteorological and environmental monitoring technology.

The MON is an integrated, sustained ocean observation and information delivery system that serves U.S. coastal waters, as well as the offshore waters of the Pacific and Atlantic Oceans and the Gulf of Mexico. The MON is NOAA's National Backbone for Marine Observations. The system consists of headland and moored buoy data acquisition platforms, real-time processing and information quality control, and product delivery systems. The delivery system components include: Moored Buoys, Fixed Coastal Sites (CMAN), Voluntary Observing Ship Program, and Oceanographic Drifting Buoys and subsurface oceanographic "floats."

The NDBC presently has 140 gathering stations that collect real time data about the atmosphere and ocean, winds, rainfall, temperature, and etc... The data are critical to the meteorological community in the development of weather information provided to the general public, and form part of the NWS early warning system utilized to prevent catastrophic loss of life and property. NDBC provides hourly observations from a network of about 80 buoys and 60 C-MAN stations to help meet these needs. However, the number and location of NDBC mission assets could radically increase during the performance period.

The MON accounts for over 37% of NOAA's in-situ real-time ocean monitoring systems. In 2002, an internal NOAA program review (PRT) recommended that operational responsibility for a majority of NOAA ocean observation systems be consolidated at NDBC. Transition of the Deep-ocean Assessment and Reporting of Tsunamis (DART) buoy network from NOAA OAR to NOAA NDBC was completed in

FY2004 in accordance with the PRT recommendation. Beginning in 2004 with expected completion in 2006, the climate program known as the Tropical Atmosphere Ocean (TAO) moored buoy array will transfer from OAR to NWS' NDBC. When a consolidation is complete NDBC will operate 53% of NOAA's existing in-situ real-time ocean observing sites.

Presently, the Nation is debating the best methods of improving and extending our ocean observations and ocean understanding. It is clear through the recommendations of the President's U.S. Commission on Ocean Policy (USCOP) that the MON must transform to a multi-use network providing additional measurements to meet an expanding national need. This is confirmed in the National Ocean Research Leadership Council, Ocean.US implementation plan for an Integrated Ocean Observing System. These national recommendations in part call for:

- Complete suite of ocean measurements including temperature, salinity, and ocean current profiles.
- Creation of a national NOAA Ocean Data Assembly Center that will coordinate, quality control, and distribute information from the emerging Regional Ocean Observing Networks to operational NOAA decision support systems.
- Develop a NOAA buoy operations center that operates most major NOAA data buoy networks.
- Addition of air quality and water quality sensors across MON platforms.

Among the Commission's recommendations are proposals for increased marine research, exploration, and observing systems. One of the recommendations involves creating an integrated, comprehensive, global observing system that will offer improved ocean monitoring and marine resource management. The implications are for the NDBC to provide marine observations to support the study of climate and ecosystems, real-time analysis of changes in weather, transportation, and Homeland Security.

The technical services contractor is expected to provide Engineering, Operational, Logistical, and Information Technology support to operate and maintain the MON. Further, the contractor must have capability to respond to NDBC's expanding mission requirements.

C. Period of Performance

The period of performance will be for five years from the date of award with an award-term incentive of an additional five option years.

D. Place of Performance

The NDBC is located at Stennis Space Center, MS. Logistics, servicing, and monitoring tasks are required for a network of stations extending from the Bering Sea to the southern oceans, and from the west Pacific to the equatorial Atlantic Ocean. Future mission expansion may necessitate NDBC locations in addition to Stennis Space Center, Mississippi.

E. Overall NDBC Organization Objectives:

- (1) Operate and improve the efficiency of the NWS Marine Observation Program (MOP) producing real-time quality controlled data and data products.
- (2) Provide reliable, accurate, marine atmospheric, and oceanographic observations in real time from the MON.
- (3) Provide mission ready ocean engineering operations supporting the NOAA measurement programs.
- (4) Serve as a center of expertise for environmental data buoy and associated marine atmospheric and oceanographic monitoring system technology by conducting test and evaluation of new automated marine monitoring systems.
- (5) Support non-NOAA data collection and environmental monitoring applications.

F. Data Assembly Center and Information Technology Objectives:

The objective is to serve as a data fusion area for all data and data products.

- (1) Perform quality control of all measurements received and disseminate in real-time. This includes both automated and manual means.
- (2) Administer and make available archived data on NDBC's web site and servers. Remove all degraded data from archived sets.
- (3) Monitor station performance using in-house defined parameters.
- (4) Support station deployment and field service activities.
- (5) Manage the Marine Observation Program Data Assembly Center (DAC) Enterprise Architecture and infuse technology where needed to accomplish the following:

- a. Reduce Information Technology (IT) cost for each marine observation distributed.
 - b. Decrease time required to collect, process, and distribute observations.
 - c. Support increased data observation volume and reporting frequencies.
 - d. Support a wide variety of data input sources and media.
 - e. Support output media with flexible formats designed to meet the requirements of a widely diverse audience.
- (6) Maintain and operate DAC's existing IT hardware, software, and network, office automation, application systems and databases:

- a. Life-cycle management of all hardware and commercial software.
- b. Provide configuration management of hardware, software, and telecommunication baselines.
- c. Evaluate and support legacy systems, identify deficiencies, implement performance enhancements, and increase capabilities.
- d. Support effective and efficient office automation and NOAA business applications.
- e. Provide maintenance and performance enhancements for marine observation databases.
- f. Provide timely help desk support for internal and external customers.
- g. Provide and manage a robust, reliable, cost effective, efficient telecommunications network from NDBC to the NWS Telecommunications Gateway.

(7) Maintain, operate, and improve the DAC web presence:

- a. Improve data presentation and visualization.
- b. Expand the use of Internet for data collection, processing and dissemination activities to provide timely observation updates.
- c. Provide capability to support user demand during peak periods.

(8) Manage and maintain IT security consistent with all Department of Commerce (DOC), NOAA, NWS and NDBC policy.

(9) Operate and maintain the MOP Interface for dissemination of complementary data from outside sources.

G. Operations Objectives:

Provide effective internal and external coordination; operations and maintenance; resource and task management; and all necessary services to deploy and maintain the MON.

(1) Maintain the MON.

a. Prepare government furnished equipment (GFE) operational and special station specific equipment, including making necessary repairs, testing, configuring, calibrating and functional testing, for installation on MON stations.

b. Prepare GFE buoys, including making necessary repairs, refurbishment, integration and functional testing, for deployment in accordance with operational schedules.

c. Provide scheduled maintenance and discrepancy response field service for MON stations, per operational schedules and vessel or aircraft availability.

(2) Maintain the government furnished industrial and fabrication equipment, engineering lab, testing and calibration equipment, sensor test facility (STF), and buoy test dock.

(3) Provide operational engineering support to the MON. Provide operational station system and equipment performance monitoring. Provide design and documentation for station-specific installations or modifications and for integration of new/transitioned equipment or systems into an operational configuration.

(4) Develop, document, and implement procedures for managing operational engineering activities such as configuration management, change management, life cycle cost control, risk management and mitigation.

H. Engineering Objectives:

(1) Conduct technology adaptation, integration, operational testing and evaluation activities for systems transitioning

from test status to operational status to accomplish the following:

- a. Improve performance of operational systems by increasing power stores, decreasing power consumption, and detecting problems/failures/safety hazards.
- b. Improve NDBC data collection platforms (e.g., payloads) by increasing capabilities (i.e., more measurements, more sensors, etc.) reducing complexity and reducing total lifetime costs.
- c. Improve surface and sub-surface data communication networks by increasing data rates and volumes and establishing new two-way communication links among multiple platforms and stations.
- d. Increase oceanographic and atmospheric sensing capabilities and accuracies.
- e. Reduce costs of mooring systems by improving reliability and extending lifespan.
- f. Reduce the costs of NDBC MON platforms by improving survivability, reliability, and life expectancy and reducing fabrication, integration, deployment, and maintenance costs.
- g. Support the Automated Surface Observation System (ASOS) Planned Product Improvement (PPI) presently residing in Sterling, VA.

(2) Innovations:

- a. Develop low cost emergency replacement MON stations.
- b. Maintain engineering support for the development and integration of the next generation system.
- c. Provide systems engineering for the evaluation of developmental automated observing systems.
- d. Provide a unique and different engineering concept for an integrated observing system that provides accurate marine atmospheric and oceanographic data in real time to the DAC and other users from existing MON locations in the deep ocean and coastal regions of the U.S.
- e. Support transition of NOAA marine observation systems from research to operations.

I. Support Services Objectives:

Provide logistic and facility services in support of NDBC 's mission.

(1) Mail/Special Courier:

Provide mail management operations in full compliance with the SSC mailroom requirements and United States Postal Services (USPS) mail system.

(2) Maintain Accountability of Property:

Manage and account for all property provided under this contract and maintain documentation associated with the receipt of, transfer, and removal of all property. Maintain a system of records that accounts for the acquisition, tracking, accountability, and receiving/distribution of all Government property.

(3) Shipping/Transportation:

Provide pick-up and delivery of shipments, locally procured materials, and on-site transfers of equipment and material as necessary. Provide packing, staging, and delivery of equipment and materials for commercial transport and expedite shipments when required to meet operational schedules. Facilitate commercial transportation of equipment and material utilizing transportation service providers that have been issued NOAA Tenders or the most cost effective provider.

(4) Government Vehicle Operation and Maintenance:

Manage the use and maintenance of government provided General Services Administration (GSA) vehicles.

(5) Technical Publications:

Provide graphics, technical publications, papers, presentations, brochures and displays from draft to final print. This includes storage, control, and distribution.

(6) Operate and Maintain the Consumable Warehouse:

Operate and maintain the warehouse including the procurement of designated items.

J. Safety and Environmental Objectives:

Deliver all NDBC program services, in accordance with federal, state, local, and site environmental and safety requirements.

K. Quality Objective:

Develop and implement performance standards and adequate surveillance plans that ensure data and product integrity.

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
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2103
Revision No.: 33
Date Of Last Revision: 03/10/2005

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	12.16
01011 - Accounting Clerk I	12.86
01012 - Accounting Clerk II	14.89
01013 - Accounting Clerk III	16.65
01014 - Accounting Clerk IV	17.02
01030 - Court Reporter	16.50
01050 - Dispatcher, Motor Vehicle	12.75
01060 - Document Preparation Clerk	10.23
01070 - Messenger (Courier)	12.75
01090 - Duplicating Machine Operator	15.10
01110 - Film/Tape Librarian	11.68
01115 - General Clerk I	13.72
01116 - General Clerk II	15.32
01117 - General Clerk III	18.74
01118 - General Clerk IV	19.30
01120 - Housing Referral Assistant	12.67
01131 - Key Entry Operator I	13.82
01132 - Key Entry Operator II	14.74
01191 - Order Clerk I	16.29
01192 - Order Clerk II	13.05
01261 - Personnel Assistant (Employment) I	15.10
01262 - Personnel Assistant (Employment) II	17.02
01263 - Personnel Assistant (Employment) III	19.60
01264 - Personnel Assistant (Employment) IV	18.89
01270 - Production Control Clerk	15.42
01290 - Rental Clerk	15.26
01300 - Scheduler, Maintenance	16.11
01311 - Secretary I	17.31
01312 - Secretary II	19.30
01313 - Secretary III	21.45
01314 - Secretary IV	23.75
01315 - Secretary V	15.82
01320 - Service Order Dispatcher	15.15
01341 - Stenographer I	16.47
01342 - Stenographer II	21.45
01400 - Supply Technician	16.43
01420 - Survey Worker (Interviewer)	12.06
01460 - Switchboard Operator-Receptionist	17.31
01510 - Test Examiner	

01520 - Test Proctor	17.31
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	12.75
01612 - Word Processor II	15.10
01613 - Word Processor III	17.02
03000 - Automatic Data Processing Occupations	15.10
03010 - Computer Data Librarian	15.10
03041 - Computer Operator I	17.02
03042 - Computer Operator II	18.89
03043 - Computer Operator III	21.09
03044 - Computer Operator IV	23.35
03045 - Computer Operator V	19.64
03071 - Computer Programmer I (1)	23.33
03072 - Computer Programmer II (1)	27.62
03073 - Computer Programmer III (1)	27.62
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)	15.10
03160 - Peripheral Equipment Operator	
05000 - Automotive Service Occupations	22.73
05005 - Automotive Body Repairer, Fiberglass	17.88
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	18.95
05070 - Electrician, Automotive	15.69
05100 - Mobile Equipment Servicer	19.98
05130 - Motor Equipment Metal Mechanic	17.88
05160 - Motor Equipment Metal Worker	20.07
05190 - Motor Vehicle Mechanic	16.81
05220 - Motor Vehicle Mechanic Helper	17.88
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	18.95
05310 - Painter, Automotive	17.88
05340 - Radiator Repair Specialist	14.43
05370 - Tire Repairer	19.98
05400 - Transmission Repair Specialist	
07000 - Food Preparation and Service Occupations	9.91
(not set) - Food Service Worker	12.25
07010 - Baker	11.53
07041 - Cook I	12.79
07042 - Cook II	9.76
07070 - Dishwasher	16.07
07130 - Meat Cutter	8.59
07250 - Waiter/Waitress	
09000 - Furniture Maintenance and Repair Occupations	18.05
09010 - Electrostatic Spray Painter	12.55
09040 - Furniture Handler	18.05
09070 - Furniture Refinisher	13.85
09100 - Furniture Refinisher Helper	16.01
09110 - Furniture Repairer, Minor	18.05
09130 - Upholsterer	
11030 - General Services and Support Occupations	9.67
11030 - Cleaner, Vehicles	9.79
11060 - Elevator Operator	14.27
11090 - Gardener	9.97
11121 - House Keeping Aid I	10.77
11122 - House Keeping Aid II	10.12
11150 - Janitor	11.65
11210 - Laborer, Grounds Maintenance	9.97
11240 - Maid or Houseman	12.49
11270 - Pest Controller	

11300 - Refuse Collector	11.69
11330 - Tractor Operator	14.00
11360 - Window Cleaner	10.51
12000 - Health Occupations	16.90
12020 - Dental Assistant	15.83
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.86
12071 - Licensed Practical Nurse I	17.79
12072 - Licensed Practical Nurse II	19.92
12073 - Licensed Practical Nurse III	12.94
12100 - Medical Assistant	16.32
12130 - Medical Laboratory Technician	14.96
12160 - Medical Record Clerk	16.47
12190 - Medical Record Technician	9.32
12221 - Nursing Assistant I	10.48
12222 - Nursing Assistant II	11.94
12223 - Nursing Assistant III	13.40
12224 - Nursing Assistant IV	13.02
12250 - Pharmacy Technician	13.40
12280 - Phlebotomist	24.92
12311 - Registered Nurse I	29.47
12312 - Registered Nurse II	29.47
12313 - Registered Nurse II, Specialist	35.65
12314 - Registered Nurse III	35.65
12315 - Registered Nurse III, Anesthetist	42.73
12316 - Registered Nurse IV	
13000 - Information and Arts Occupations	20.85
13002 - Audiovisual Librarian	17.98
13011 - Exhibits Specialist I	23.33
13012 - Exhibits Specialist II	28.07
13013 - Exhibits Specialist III	18.73
13041 - Illustrator I	23.42
13042 - Illustrator II	28.82
13043 - Illustrator III	24.54
13047 - Librarian	17.18
13050 - Library Technician	14.67
13071 - Photographer I	17.18
13072 - Photographer II	21.52
13073 - Photographer III	26.05
13074 - Photographer IV	29.15
13075 - Photographer V	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	8.71
15010 - Assembler	8.71
15030 - Counter Attendant	10.94
15040 - Dry Cleaner	8.71
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	11.73
15190 - Sewing Machine Operator	12.43
15220 - Tailor	9.31
15250 - Washer, Machine	
19000 - Machine Tool Operation and Repair Occupations	18.95
19010 - Machine-Tool Operator (Toolroom)	23.05
19040 - Tool and Die Maker	
21000 - Material Handling and Packing Occupations	19.38
21010 - Fuel Distribution System Operator	19.05
21020 - Material Coordinator	19.05
21030 - Material Expediter	11.50
21040 - Material Handling Laborer	13.21
21050 - Order Filler	16.04
21071 - Forklift Operator	15.93
21080 - Production Line Worker (Food Processing)	

21100 - Shipping/Receiving Clerk	13.15
21130 - Shipping Packer	13.15
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.05
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	16.04
23000 - Mechanics and Maintenance and Repair Occupations	22.24
23010 - Aircraft Mechanic	14.71
23040 - Aircraft Mechanic Helper	23.43
23050 - Aircraft Quality Control Inspector	17.82
23060 - Aircraft Servicer	18.09
23070 - Aircraft Worker	18.95
23100 - Appliance Mechanic	14.43
23120 - Bicycle Repairer	24.68
23125 - Cable Splicer	18.95
23130 - Carpenter, Maintenance	17.80
23140 - Carpet Layer	22.59
23160 - Electrician, Maintenance	19.42
23181 - Electronics Technician, Maintenance I	21.92
23182 - Electronics Technician, Maintenance II	23.87
23183 - Electronics Technician, Maintenance III	16.61
23260 - Fabric Worker	19.98
23290 - Fire Alarm System Mechanic	15.69
23310 - Fire Extinguisher Repairer	21.05
23340 - Fuel Distribution System Mechanic	17.28
23370 - General Maintenance Worker	20.87
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.98
23430 - Heavy Equipment Mechanic	20.76
23440 - Heavy Equipment Operator	19.98
23460 - Instrument Mechanic	14.27
23470 - Laborer	18.95
23500 - Locksmith	20.51
23530 - Machinery Maintenance Mechanic	21.52
23550 - Machinist, Maintenance	14.54
23580 - Maintenance Trades Helper	21.85
23640 - Millwright	18.95
23700 - Office Appliance Repairer	21.29
23740 - Painter, Aircraft	18.95
23760 - Painter, Maintenance	22.76
23790 - Pipefitter, Maintenance	20.99
23800 - Plumber, Maintenance	19.98
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	17.88
23870 - Scale Mechanic	19.98
23890 - Sheet-Metal Worker, Maintenance	20.05
23910 - Small Engine Mechanic	22.21
23930 - Telecommunication Mechanic I	23.41
23931 - Telecommunication Mechanic II	22.21
23950 - Telephone Lineman	19.98
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	15.32
23980 - Woodworker	
24000 - Personal Needs Occupations	11.58
24570 - Child Care Attendant	16.15
24580 - Child Care Center Clerk	9.29
24600 - Chore Aid	16.75
24630 - Homemaker	
25000 - Plant and System Operation Occupations	22.57
25010 - Boiler Tender	19.52
25040 - Sewage Plant Operator	22.57
25070 - Stationary Engineer	15.24
25190 - Ventilation Equipment Tender	

25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	23.19
(not set) - Police Officer	16.79
27004 - Alarm Monitor	18.10
27006 - Corrections Officer	20.72
27010 - Court Security Officer	18.29
27040 - Detention Officer	20.97
27070 - Firefighter	11.51
27101 - Guard I	15.16
27102 - Guard II	
28000 - Stevedoring/Longshoremen Occupations	19.89
28010 - Blocker and Bracer	19.89
28020 - Hatch Tender	19.89
28030 - Line Handler	18.71
28040 - Stevedore I	21.11
28050 - Stevedore II	
29000 - Technical Occupations	22.81
21150 - Graphic Artist	32.70
29010 - Air Traffic Control Specialist, Center (2)	22.54
29011 - Air Traffic Control Specialist, Station (2)	24.82
29012 - Air Traffic Control Specialist, Terminal (2)	15.78
29023 - Archeological Technician I	17.58
29024 - Archeological Technician II	21.94
29025 - Archeological Technician III	23.33
29030 - Cartographic Technician	31.26
29035 - Computer Based Training (CBT) Specialist/ Instructor	22.19
29040 - Civil Engineering Technician	14.31
29061 - Drafter I	16.57
29062 - Drafter II	18.53
29063 - Drafter III	23.33
29064 - Drafter IV	17.67
29081 - Engineering Technician I	19.84
29082 - Engineering Technician II	22.54
29083 - Engineering Technician III	27.49
29084 - Engineering Technician IV	33.62
29085 - Engineering Technician V	40.67
29086 - Engineering Technician VI	21.22
29090 - Environmental Technician	36.95
29100 - Flight Simulator/Instructor (Pilot)	26.54
29160 - Instructor	18.56
29210 - Laboratory Technician	23.70
29240 - Mathematical Technician	20.03
29361 - Paralegal/Legal Assistant I	24.82
29362 - Paralegal/Legal Assistant II	30.35
29363 - Paralegal/Legal Assistant III	36.73
29364 - Paralegal/Legal Assistant IV	23.33
29390 - Photooptics Technician	28.55
29480 - Technical Writer	20.78
29491 - Unexploded Ordnance (UXO) Technician I	25.14
29492 - Unexploded Ordnance (UXO) Technician II	30.13
29493 - Unexploded Ordnance (UXO) Technician III	20.78
29494 - Unexploded (UXO) Safety Escort	20.78
29495 - Unexploded (UXO) Sweep Personnel	21.32
29620 - Weather Observer, Senior (3)	18.30
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	
31000 - Transportation/ Mobile Equipment Operation Occupations	15.95
31030 - Bus Driver	8.62
31260 - Parking and Lot Attendant	13.45
31290 - Shuttle Bus Driver	12.71
31300 - Taxi Driver	13.89
31361 - Truckdriver, Light Truck	17.09
31362 - Truckdriver, Medium Truck	

31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	10.47
99020 - Animal Caretaker	9.82
99030 - Cashier	12.35
99041 - Carnival Equipment Operator	13.30
99042 - Carnival Equipment Repairer	8.31
99043 - Carnival Worker	9.78
99050 - Desk Clerk	19.79
99095 - Embalmer	10.92
99300 - Lifeguard	24.77
99310 - Mortician	13.71
99350 - Park Attendant (Aide)	11.12
99400 - Photofinishing Worker (Photo Lab Tech.; Darkroom Tech)	16.99
99500 - Recreation Specialist	15.47
99510 - Recycling Worker	11.08
99610 - Sales Clerk	11.37
99620 - School Crossing Guard (Crosswalk Attendant)	11.24
99630 - Sport Official	18.39
99658 - Survey Party Chief (Chief of Party)	17.48
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.43
99660 - Surveying Aide	13.93
99690 - Swimming Pool Operator	10.73
99720 - Vending Machine Attendant	13.93
99730 - Vending Machine Repairer	11.34
99740 - Vending Machine Repairer Helper	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

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

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

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

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

you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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 ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage

rates and fringe benefits paid under the predecessor contract.

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.

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.

94-2301 MS, PASCAGOULA

WAGE DETERMINATION NO: 94-2301 REV (25) AREA: MS, PASCAGOULA

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2302

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
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2301
Revision No.: 25
Date Of Revision: 09/30/2004

State: Mississippi

Area: Mississippi Counties of George, Hancock, Harrison, Jackson, Pearl River, Stone

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	9.41
01011 - Accounting Clerk I	11.36
01012 - Accounting Clerk II	13.71
01013 - Accounting Clerk III	16.77
01014 - Accounting Clerk IV	13.68
01030 - Court Reporter	12.27
01050 - Dispatcher, Motor Vehicle	10.19
01060 - Document Preparation Clerk	8.47
01070 - Messenger (Courier)	9.84
01090 - Duplicating Machine Operator	8.80
01110 - Film/Tape Librarian	8.79
01115 - General Clerk I	9.86
01116 - General Clerk II	10.83
01117 - General Clerk III	13.67
01118 - General Clerk IV	15.40
01120 - Housing Referral Assistant	9.54
01131 - Key Entry Operator I	10.98
01132 - Key Entry Operator II	10.99
01191 - Order Clerk I	14.67
01192 - Order Clerk II	11.88
01261 - Personnel Assistant (Employment) I	13.36
01262 - Personnel Assistant (Employment) II	13.73
01263 - Personnel Assistant (Employment) III	15.41
01264 - Personnel Assistant (Employment) IV	15.40
01270 - Production Control Clerk	9.29
01290 - Rental Clerk	10.93
01300 - Scheduler, Maintenance	10.93
01311 - Secretary I	13.68
01312 - Secretary II	15.40
01313 - Secretary III	16.75
01314 - Secretary IV	18.56
01315 - Secretary V	9.81
01320 - Service Order Dispatcher	9.25
01341 - Stenographer I	10.51
01342 - Stenographer II	16.75
01400 - Supply Technician	

01420 - Survey Worker (Interviewer)	12.10
01460 - Switchboard Operator-Receptionist	8.96
01510 - Test Examiner	13.68
01520 - Test Proctor	13.68
01531 - Travel Clerk I	9.69
01532 - Travel Clerk II	10.28
01533 - Travel Clerk III	10.75
01611 - Word Processor I	10.28
01612 - Word Processor II	11.55
01613 - Word Processor III	12.90
03000 - Automatic Data Processing Occupations	10.11
03010 - Computer Data Librarian	11.14
03041 - Computer Operator I	13.67
03042 - Computer Operator II	15.95
03043 - Computer Operator III	16.97
03044 - Computer Operator IV	18.74
03045 - Computer Operator V	17.11
03071 - Computer Programmer I (1)	21.14
03072 - Computer Programmer II (1)	25.41
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	23.64
03101 - Computer Systems Analyst I (1)	25.91
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	11.81
03160 - Peripheral Equipment Operator	
05000 - Automotive Service Occupations	17.23
05005 - Automotive Body Repairer, Fiberglass	13.96
05010 - Automotive Glass Installer	13.96
05040 - Automotive Worker	14.52
05070 - Electrician, Automotive	12.79
05100 - Mobile Equipment Servicer	15.09
05130 - Motor Equipment Metal Mechanic	13.96
05160 - Motor Equipment Metal Worker	16.10
05190 - Motor Vehicle Mechanic	12.26
05220 - Motor Vehicle Mechanic Helper	13.38
05250 - Motor Vehicle Upholstery Worker	13.96
05280 - Motor Vehicle Wrecker	14.52
05310 - Painter, Automotive	13.96
05340 - Radiator Repair Specialist	12.36
05370 - Tire Repairer	15.09
05400 - Transmission Repair Specialist	
07000 - Food Preparation and Service Occupations	8.41
(not set) - Food Service Worker	11.09
07010 - Baker	10.17
07041 - Cook I	11.09
07042 - Cook II	8.41
07070 - Dishwasher	11.42
07130 - Meat Cutter	8.83
07250 - Waiter/Waitress	
09000 - Furniture Maintenance and Repair Occupations	15.00
09010 - Electrostatic Spray Painter	11.53
09040 - Furniture Handler	14.52
09070 - Furniture Refinisher	12.26
09100 - Furniture Refinisher Helper	13.38
09110 - Furniture Repairer, Minor	14.52
09130 - Upholsterer	
11030 - General Services and Support Occupations	8.41
11030 - Cleaner, Vehicles	8.41
11060 - Elevator Operator	10.41
11090 - Gardener	8.41
11121 - House Keeping Aid I	8.86
11122 - House Keeping Aid II	8.86
11150 - Janitor	

11210 - Laborer, Grounds Maintenance	9.04
11240 - Maid or Houseman	7.94
11270 - Pest Controller	12.17
11300 - Refuse Collector	10.12
11330 - Tractor Operator	10.52
11360 - Window Cleaner	8.83
12000 - Health Occupations	11.15
12020 - Dental Assistant	12.98
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.96
12071 - Licensed Practical Nurse I	12.31
12072 - Licensed Practical Nurse II	13.76
12073 - Licensed Practical Nurse III	10.38
12100 - Medical Assistant	13.84
12130 - Medical Laboratory Technician	11.36
12160 - Medical Record Clerk	12.93
12190 - Medical Record Technician	8.71
12221 - Nursing Assistant I	8.92
12222 - Nursing Assistant II	10.80
12223 - Nursing Assistant III	12.14
12224 - Nursing Assistant IV	11.63
12250 - Pharmacy Technician	12.98
12280 - Phlebotomist	17.26
12311 - Registered Nurse I	21.10
12312 - Registered Nurse II	21.10
12313 - Registered Nurse II, Specialist	22.38
12314 - Registered Nurse III	25.54
12315 - Registered Nurse III, Anesthetist	30.61
12316 - Registered Nurse IV	
13000 - Information and Arts Occupations	19.32
13002 - Audiovisual Librarian	16.53
13011 - Exhibits Specialist I	20.10
13012 - Exhibits Specialist II	25.61
13013 - Exhibits Specialist III	16.46
13041 - Illustrator I	20.10
13042 - Illustrator II	25.61
13043 - Illustrator III	18.47
13047 - Librarian	11.00
13050 - Library Technician	11.36
13071 - Photographer I	13.07
13072 - Photographer II	15.89
13073 - Photographer III	20.24
13074 - Photographer IV	22.31
13075 - Photographer V	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	7.44
15010 - Assembler	7.44
15030 - Counter Attendant	8.15
15040 - Dry Cleaner	7.44
15070 - Finisher, Flatwork, Machine	7.44
15090 - Presser, Hand	7.44
15100 - Presser, Machine, Drycleaning	7.44
15130 - Presser, Machine, Shirts	7.44
15160 - Presser, Machine, Wearing Apparel, Laundry	9.13
15190 - Sewing Machine Operator	9.66
15220 - Tailor	7.77
15250 - Washer, Machine	
19000 - Machine Tool Operation and Repair Occupations	15.97
19010 - Machine-Tool Operator (Toolroom)	18.39
19040 - Tool and Die Maker	
21000 - Material Handling and Packing Occupations	14.45
21010 - Fuel Distribution System Operator	13.69
21020 - Material Coordinator	13.69
21030 - Material Expediter	9.95
21040 - Material Handling Laborer	

21050 - Order Filler	10.73
21071 - Forklift Operator	12.18
21080 - Production Line Worker (Food Processing)	12.42
21100 - Shipping/Receiving Clerk	11.34
21130 - Shipping Packer	11.95
21140 - Store Worker I	11.81
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.77
21210 - Tools and Parts Attendant	12.58
21400 - Warehouse Specialist	12.58
23000 - Mechanics and Maintenance and Repair Occupations	19.03
23010 - Aircraft Mechanic	15.46
23040 - Aircraft Mechanic Helper	19.69
23050 - Aircraft Quality Control Inspector	16.87
23060 - Aircraft Servicer	17.61
23070 - Aircraft Worker	14.52
23100 - Appliance Mechanic	12.36
23120 - Bicycle Repairer	19.31
23125 - Cable Splicer	14.52
23130 - Carpenter, Maintenance	14.15
23140 - Carpet Layer	18.11
23160 - Electrician, Maintenance	15.57
23181 - Electronics Technician, Maintenance I	16.43
23182 - Electronics Technician, Maintenance II	17.85
23183 - Electronics Technician, Maintenance III	15.02
23260 - Fabric Worker	16.68
23290 - Fire Alarm System Mechanic	14.44
23310 - Fire Extinguisher Repairer	17.01
23340 - Fuel Distribution System Mechanic	13.96
23370 - General Maintenance Worker	15.84
23400 - Heating, Refrigeration and Air Conditioning Mechanic	15.26
23430 - Heavy Equipment Mechanic	15.09
23440 - Heavy Equipment Operator	17.35
23460 - Instrument Mechanic	10.21
23470 - Laborer	15.97
23500 - Locksmith	16.89
23530 - Machinery Maintenance Mechanic	16.68
23550 - Machinist, Maintenance	13.84
23580 - Maintenance Trades Helper	18.02
23640 - Millwright	16.13
23700 - Office Appliance Repairer	16.13
23740 - Painter, Aircraft	14.52
23760 - Painter, Maintenance	17.57
23790 - Pipefitter, Maintenance	16.55
23800 - Plumber, Maintenance	16.68
23820 - Pneudraulic Systems Mechanic	16.50
23850 - Rigger	15.57
23870 - Scale Mechanic	15.84
23890 - Sheet-Metal Worker, Maintenance	13.96
23910 - Small Engine Mechanic	17.89
23930 - Telecommunication Mechanic I	20.65
23931 - Telecommunication Mechanic II	17.93
23950 - Telephone Lineman	16.82
23960 - Welder, Combination, Maintenance	16.68
23965 - Well Driller	16.68
23970 - Woodcraft Worker	12.87
23980 - Woodworker	
24000 - Personal Needs Occupations	7.52
24570 - Child Care Attendant	9.95
24580 - Child Care Center Clerk	7.94
24600 - Chore Aid	11.08
24630 - Homemaker	
25000 - Plant and System Operation Occupations	18.70
25010 - Boiler Tender	

25040 - Sewage Plant Operator	14.66
25070 - Stationary Engineer	18.70
25190 - Ventilation Equipment Tender	13.84
25210 - Water Treatment Plant Operator	14.52
27000 - Protective Service Occupations	14.75
(not set) - Police Officer	12.35
27004 - Alarm Monitor	11.87
27006 - Corrections Officer	12.79
27010 - Court Security Officer	12.79
27040 - Detention Officer	14.28
27070 - Firefighter	8.95
27101 - Guard I	13.94
27102 - Guard II	
28000 - Stevedoring/Longshoremen Occupations	16.99
28010 - Blocker and Bracer	15.88
28020 - Hatch Tender	15.88
28030 - Line Handler	16.28
28040 - Stevedore I	17.65
28050 - Stevedore II	
29000 - Technical Occupations	19.07
21150 - Graphic Artist	29.55
29010 - Air Traffic Control Specialist, Center (2)	20.53
29011 - Air Traffic Control Specialist, Station (2)	22.56
29012 - Air Traffic Control Specialist, Terminal (2)	15.11
29023 - Archeological Technician I	16.94
29024 - Archeological Technician II	20.94
29025 - Archeological Technician III	22.41
29030 - Cartographic Technician	23.64
29035 - Computer Based Training (CBT) Specialist/ Instructor	14.65
29040 - Civil Engineering Technician	14.64
29061 - Drafter I	15.72
29062 - Drafter II	19.12
29063 - Drafter III	24.35
29064 - Drafter IV	13.38
29081 - Engineering Technician I	15.52
29082 - Engineering Technician II	17.85
29083 - Engineering Technician III	21.73
29084 - Engineering Technician IV	27.67
29085 - Engineering Technician V	30.49
29086 - Engineering Technician VI	20.04
29090 - Environmental Technician	25.91
29100 - Flight Simulator/Instructor (Pilot)	19.83
29160 - Instructor	18.06
29210 - Laboratory Technician	18.44
29240 - Mathematical Technician	15.09
29361 - Paralegal/Legal Assistant I	18.49
29362 - Paralegal/Legal Assistant II	22.64
29363 - Paralegal/Legal Assistant III	27.37
29364 - Paralegal/Legal Assistant IV	18.22
29390 - Photooptics Technician	25.08
29480 - Technical Writer	19.38
29491 - Unexploded Ordnance (UXO) Technician I	23.45
29492 - Unexploded Ordnance (UXO) Technician II	28.11
29493 - Unexploded Ordnance (UXO) Technician III	19.38
29494 - Unexploded (UXO) Safety Escort	19.38
29495 - Unexploded (UXO) Sweep Personnel	19.04
29620 - Weather Observer, Senior (3)	17.17
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.17
29622 - Weather Observer, Upper Air (3)	
31000 - Transportation/ Mobile Equipment Operation Occupations	12.64
31030 - Bus Driver	7.06
31260 - Parking and Lot Attendant	10.99
31290 - Shuttle Bus Driver	

31300 - Taxi Driver	8.66
31361 - Truckdriver, Light Truck	10.99
31362 - Truckdriver, Medium Truck	15.01
31363 - Truckdriver, Heavy Truck	14.38
31364 - Truckdriver, Tractor-Trailer	14.38
99000 - Miscellaneous Occupations	9.26
99020 - Animal Caretaker	7.31
99030 - Cashier	9.75
99041 - Carnival Equipment Operator	11.17
99042 - Carnival Equipment Repairer	8.41
99043 - Carnival Worker	8.31
99050 - Desk Clerk	18.23
99095 - Embalmer	10.19
99300 - Lifeguard	18.49
99310 - Mortician	12.79
99350 - Park Attendant (Aide)	9.24
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	14.74
99500 - Recreation Specialist	11.78
99510 - Recycling Worker	9.28
99610 - Sales Clerk	11.72
99620 - School Crossing Guard (Crosswalk Attendant)	10.19
99630 - Sport Official	12.80
99658 - Survey Party Chief (Chief of Party)	11.63
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	8.48
99660 - Surveying Aide	11.77
99690 - Swimming Pool Operator	11.90
99720 - Vending Machine Attendant	13.53
99730 - Vending Machine Repairer	11.90
99740 - Vending Machine Repairer Helper	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; 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 contractor in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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 ****

All terms and conditions of this Collective Bargaining Agreement apply EXCLUDING Section 41.02 of this agreement.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238,

or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.