

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code 08
 Page 1
 Pages 22

2. AMENDMENT/MODIFICATION NO. 000012
 3. EFFECTIVE DATE 04/01/2008
 4. REQUISITION/PURCHASE REQ. NO. See Page 1A
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE PS33, MGO
 7. ADMINISTERED BY (if other than Item 6) CODE PS33, MGO
 Procurement Office
 George C. Marshall Space Flight Center
 National Aeronautics and Space Administration
 Marshall Space Flight Center, AL 35812
 Kimberly Williams
 Ph.: 256-544-1580
 Fax: 256-544-9080
 Email: Kimberly.n.williams@nasa.gov
 AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
 Will Technology, Incorporated
 4835 University Square
 Suite 19
 Huntsville, AL 35816
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X
 NNM07AA77C
 10B. DATED (SEE ITEM 13)
 03/20/2007
 CODE SAP ID# 130569 FACILITY CODE CAGE 1RCM0

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning ___1___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Page 1a

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 FAR Clauses 52.217-9 Option to Extend The Term of The Contract (Mar 2000)
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Total Potential Mission & IDIQ Estimated Cost	Total Potential Cost & Performance Incentive Fee	Total Potential Contract Value	Total Funding Allotted
Previous	\$5,416,254	\$258,688	\$5,674,942	\$5,674,942
This Mod	\$5,538,335	\$314,890	\$5,853,225	\$1,943,284
New Total	\$10,954,589	\$573,578	\$11,528,167	\$7,618,226

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A (b)(4) NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 David A. Iosco
 Contracting Officer

15E UNITED STATES OF AMERICA
 (Signature of person authorized to sign) **MAR 31 2008** BY *David A. Iosco* (Signature of Contracting Officer)
 16C. DATE SIGNED **MAR 31 2008**

A. The purpose of this modification is to (1) Exercise Option 1 to extend the period of performance from March 31, 2008 through March 31, 2009, this action also incorporates Wage Determination 2005-2007, Revision 7 dated 3/11/2008 (2) provides incremental funding in the amount of \$1,943,284 in accordance with contract clause B.6 (Contract Funding), (3) also provides an update to revise the weighting of performance incentives for WBS 5.0 Academic Affairs Support.

B. Accordingly, the allotted funding for the Mission estimated cost is increased by \$531,579 (from \$5,140,997 to \$5,672,576), the allotted funding for the IDIQ estimated cost is increased by \$1,096,815 (from \$275,257 to \$1,372,072), the allotted funding for provisional cost incentive fee is increased by \$78,722 (from \$64,672 to \$143,394), the allotted funding for provisional performance incentive fee is increased by \$236,168 (from \$194,016 to \$430,184). These adjustments reflect the fully funded potential cost and performance incentive fee for the Base year and Option 1. Thus, the total allotted funding for the contract is increased by \$1,943,284 (from \$5,674,942 to \$7,618,226).

C. This modification also incorporates Wage Determination 2005-2007, Revision 7 dated 3/11/2008.

Per Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF), The Mission Services estimated cost is increased by \$4,441,520 (from Base \$5,140,997 to \$9,582,517), the target cost is increased by \$4,166,520 (from Base \$4,065,997 to \$9,582,517), the target cost IF is increased by \$62,270 (from Base \$60,543 to \$122,813), the maximum performance IF is increased by \$186,810 (from Base \$181,630 to \$368,440). Thus, the total estimated cost for the Mission services is increased by \$4,690,600 (from \$5,383,170 to \$10,073,770).

The IDIQ Services estimated cost and target cost are increased by \$1,096,815 (from Base \$275,257 to \$1,372,072), the target cost IF is increased by \$16,452 (from Base \$4,129 to \$20,581), the maximum performance IF is increased by \$49,358 (from Base \$12,386 to \$61,744). Thus, the total estimated cost for the IDIQ services is increased by \$1,162,625 (from \$291,772 to \$1,454,397).

The Option I Mission and IDIQ estimated cost together is increased by \$5,538,335 (from \$5,416,254 to \$10,954,589) and the potential cost incentive fee is increased by \$314,890 (from \$258,688 to \$573,578). This breakout includes The Mission Option year I (April 1, 2008 – March 31, 2009) provided at a cost of \$4,441,520 plus fee of \$249,080 and the IDIQ Option year I provided at a cost of \$1,096,815 plus fee of \$65,810. Thus, the total estimated cost for the contract is increased by \$5,853,225 (from \$5,674,942 to \$11,528,167).

This tasks below constitute IDIQ work under Contract NNM07AA77C. These Tasks are issued in accordance with Clause H.2, entitled: "TASK ORDERING PROCEDURES" AS DELINEATED IN THE BASIC CONTRACT (NNM07AA77C). The IDIQ allocation is increased by \$2,000,000 for Option 1 (from \$2,000,000 to \$4,000,000). The total amount currently allocated by the Government to this contract for IDIQ is \$4,000,000 (Table B-3). A listing of the task(s) awarded under the basic contract through Option 1 is as follows:

<u>Task Number</u>	<u>Date Awarded</u>	<u>Amount</u>	<u>IDIQ Amount Available</u>
1 - (b)(4)	November 8, 2007	(b)(4)	\$3,932,138
	April 1, 2008 (Opt 1)		\$3,766,213
2 -	November 8, 2007		\$3,666,947
	April 1, 2008 (Opt 1)		\$3,407,724
3 -	February 1, 2008		\$3,389,994
	February 11, 2008		\$3,386,967
	April 1, 2008 (Opt 1)		\$3,270,190
4 -	February 1, 2008		\$3,221,213
	February 11, 2008		\$3,201,916
	March 3, 2008		\$3,176,830
	April 1, 2008 (Opt 1)		\$2,618,681
5 -	February 1, 2008		\$2,608,154
	April 1, 2008 (Opt 1)		\$2,545,603

D. The IDIQ effort being added impacts the following period of performance:

<u>Task Number(s)</u>	
1-5	April 1, 2008 through March 31, 2009 (Option 1)

E. Therefore, the contract is changed in the following particulars:

Section B, Table B-1, ESTIMATED COST AND INCENTIVE FEES (IF) and B-2, MISSION SERVICES-OPTION VALUES, is hereby deleted in its entirety and the revised Table B-1 & B-2, shown on the enclosed replacement page B-2, is substituted in lieu thereof.

Section B, Table B-4, TARGET COST, is hereby deleted in its entirety and the revised Table B-4, shown on the enclosed replacement page B-4, is substituted in lieu thereof.

Section B, Clause B.6, CONTRACT FUNDING, is hereby deleted in its entirety and the revised Clause B.6, shown on the enclosed replacement page B-7, is substituted in lieu thereof.

Section J, LIST OF ATTACHMENTS, is hereby deleted in its entirety and the revised J-1, shown on the enclosed replacement page J-1, is substituted in lieu thereof.

Section J, Attachment J-3, WAGE DETERMINATION, is hereby added in its entirety to the previous Wage Determination No. 2005-2007, Revision 3 dated 12/06/2006.

Section J, Attachment J-5-2, WEIGHTING OF PERFORMANCE INCENTIVES, is hereby deleted in its entirety and the revised Attachment J-5-2, shown on the enclosed replacement page J-5-2, is substituted in lieu thereof.

F. In order to reflect the changes resulting from this modification, page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the enclosed replacement page across from the revised area.

Section	Pages Added	Pages Deleted
TABLE B-1 AND TABLE B-2	B-2 (Mod 12)	B-2 (Mod 11)
TABLE B-4, TARGET COST	B-4 (Mod 12)	B-4 (Mod 11)
B, SUPPLIES OR SERVICES AND PRICES/COSTS	B-7 (Mod 12)	B-7 (Mod 11)
J, LIST OF ATTACHMENTS	J-1 (Mod 12)	J-1 (Basic)
J, ATTACHMENT J-3, WAGE DETERMINATION	J-3 (Mod 12)	N/A
J, WEIGHTING OF PERFORMANCE INCENTIVES WBS 5.0 Academic Affairs Support	J-5-2 (Mod 12)	J-5-2 (Basic)

G. All other terms and conditions remain unchanged and in full force and effect.

TABLE B-1, ESTIMATED COST AND INCENTIVE FEES (IF)

CLIN	DESCRIPTION	PERIOD COVERED	ESTIMATED COST	TARGET COST	TARGET COST IF	MAXIMUM COST IF	MAXIMUM PERFORMANCE IF	COST IF EARNED	PERFORMANCE IF EARNED	TOTAL VALUE
1.	Mission Services, Base Year (BY)	4-01-07 through 3-31-08	\$5,140,997	\$4,065,997	\$60,543	\$90,814	\$181,630	TBD	TBD	\$5,383,170
1.a. (See Table B-3)	IDIQ Summation of Task Order Values BY	4-01-07 through 3-31-08	\$275,257	\$275,257	\$4,129	\$6,195	\$12,386	TBD	TBD	\$291,772
2.	Option I, Mission Services	4-01-08 through 3-31-09	\$4,441,520	\$4,166,520	\$62,270	\$93,405	\$186,810	TBD	TBD	\$4,690,600
2.a. (See Table B-3)	IDIQ Summation of Task Order Values Option I	4-01-08 through 3-31-09	\$1,096,815	\$1,096,815	16,452	\$24,679	\$49,358	TBD	TBD	\$1,162,625

(d) If the Government exercises any of its Options pursuant to the terms of the contract, the estimated costs and fees for each Mission Services CLIN shall be as set forth in Table B-2 below.

TABLE B-2, MISSION SERVICES – OPTION VALUES

CLIN	DESCRIPTION	PERIOD COVERED	ESTIMATED COST	TARGET COST	TARGET COST IF	MAXIMUM COST IF	MAXIMUM PERFORMANCE IF	TOTAL VALUE
3.	Option II, Mission Services	4-01-09 through 3-31-10	\$4,432,072	\$4,132,072	\$61,724	\$92,586	\$185,172	\$4,678,968
4	Option III, Mission Services	4-01-10 through 3-31-11	\$4,592,963	\$4,267,963	\$63,744	\$95,616	\$191,234	\$4,847,941
5	Option IV, Mission Services	4-01-11 through 3-31-12	\$4,762,131	\$4,412,131	\$65,900	\$98,849	\$197,698	\$5,025,729

(End-of-Clause)

(2) For the Mission Services CLINs, the target cost for the purposes of determining the cost incentive fee earned and paid in accordance with this Clause and Clause B.5, Incentive Fee, shall be the total estimated cost less the estimated direct cost for purchased training/materials, and travel (PWS 3.3.1, 3.4.1 and 6.4.1) (see Table B-4 below). Purchase of training, materials, and travel is at the discretion and direction of the Government. The target cost for the IDIQ CLINs shall be the summation of the target costs of the current task orders.

Table B-4, TARGET COST

CLIN	ESTIMATED COST	LESS ESTIMATED COST PWS 3.3.1, 3.4.1, and 6.4.1	TARGET COST
1	\$5,416,254	\$1,075,000	\$4,341,254
2	\$5,538,335	\$ 275,000	\$5,263,335
3	\$4,432,072	\$ 300,000	\$4,132,072
4	\$4,592,963	\$ 325,000	\$4,267,963
5	\$4,762,131	\$ 350,000	\$4,412,131

(3) For the Mission Services CLINS, the actual allowable costs for determining cost incentive fee earned and payment in accordance with Clause B.5, Incentive Fee, shall be reduced by the actual direct costs for PWS 3.3.1, 3.4.1, and 6.4.1.

(4) Clause B.5 is only applicable to the cost incentive fee pool of the contract and not the performance incentive fee pool. The supplemental definitions of target cost and actual cost provided in this Clause are in addition to and take precedence over the definitions provided in Clause B.5. (See paragraph (e) (5) of Clause B.5.)

(5) The share ratio for target cost underruns is 90/10 (Government/Contractor). The share ratio for target cost overruns is 70/30 (Government/Contractor).

(6) The Contractor must earn at least 85 percent of the performance incentive fee for a CLIN to earn any cost incentive fee above the target cost incentive fee (for underruns) for that CLIN.

(7) The cost incentive fee will be evaluated at the end of each contract year.

(c) Performance Incentive Fee:

(1) The Contractor may earn performance incentive fee from a minimum of zero dollars to the maximum stated in Clause B.2 of this contract.

(2) The Contractor's performance will be evaluated on a semi-annual basis as described in Attachments J-4 and J-5 of this contract. Semi-annual performance scores earned will be averaged to determine an annual amount of performance incentive fee earned for each CLIN. Performance incentive fee for a CLIN that is not earned cannot be reallocated to future evaluation periods.

(3) The Government will advise the Contractor in writing of the performance evaluation results and the amount of performance incentive fee earned which will be incorporated in the contract by unilateral modification.

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evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and the Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and the provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

B.6 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allocated by the Government to this contract is \$7,044,648. This allotment is for the Centerwide Office of Human Capital Support Services effort described in Attachment J-1, Performance Work Statement, and covers the following estimated period of performance: April 1, 2007 – July 8, 2008.

(b) An additional amount of \$573,578 is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission Estimated Cost	\$5,140,997	\$531,579	\$5,672,576
IDIQ Estimated Cost	\$275,257	\$1,096,815	\$1,372,072
Provisional Cost Incentive Fee	\$64,672	\$78,722	\$143,394
Provisional Performance Incentive Fee	\$194,016	\$236,168	\$430,184
Total Sum Allotted	\$5,674,942	\$1,943,284	\$7,618,226

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

Attachment	Title	Pages
1	Performance Work Statement (PWS)	24
2	Data Procurement Document (DPD)	27
3	SCA Wage Determination(s)	22
4	Surveillance and Cost-Plus-Incentive Plan	19
5	Weighting of Performance Incentives	3
6	Work Breakdown Structure (WBS)	1
7	Task Flow Process	2
8	Job Descriptions	6
9	Schedule of Fully Burdened Labor Rates	1
10	Personal Identity Verification (PIV) Procedures	4
11	Safety, Health, and Environmental (SHE) Plan	1
12	Safety & Health Management Implementation Guide and Assessment Matrix	3
13	Installation-Provided Property and Services	1
14	Applicable Regulations, Procedures, and Documents	4
15	Acronym List	4

[END OF SECTION]

WEIGHTING OF PERFORMANCE INCENTIVES (Cont'd)

Contract Requirement	Standards of Performance	Acceptable Quality Level (METRICS)	Wt.	Surveillance Method & Frequency
WBS 4.0 Workforce Strategy and Planning Support	1. Meet required deadlines 2. Provide high quality responses	1. Meet 100% of required deadlines 2. 90% or more responses shall be error free Total	2.5 <u>2.5</u> 5%	Progress Report/ Quarterly DRD 1133MA-002
WBS 5.0 Academic Affairs Support	1. ERC Staffing 2. Positive ERC Customer Surveys 3. Positive SLI Customer Surveys 4. Positive Moonbuggy Customer Surveys	1. Maintain minimum staffing of one person during ERC hours. 2. Score above 3.0 – 4.0 on all ERC customer surveys. 3. Score above 3.0 – 4.0 on all SLI customer surveys. 4. Score above 3.0 – 4.0 on all Moonbuggy customer surveys. Total	1% 3% 3% <u>3%</u> 10%	Progress Report/Quarterly DRD 1133MA-002
WBS 6.0 Training and Incentives Support	1. Respond to logistical support requests 2. Timely placement of training requests 3. Data entry into SATERN and ADMINSTAR	1. Respond to 90% of all requests within 2 business days. 2. Complete 90% of all requests within 3 business days. 3. Enter 80% - 90% of required data within 30 – 45 calendar days. Total	1.5% 1.5% <u>2.0%</u> 5%	Progress Report/ Quarterly DRD 1133MA-002
WBS 7.0 Employee Services and Operations Support	1. Timely submission of EAP support reports 2. Provide EAP Services to a number of employees. 3. Provide status reports on SES selection activities. 4. Meet SES narrative summary deadlines. 5. Disseminate Key Personnel Announcements	1. 0 – 1 late report within any reporting period. 2. Provide group or individual EAP services to 100 – 150 employees. 3. Meet deadlines on 80% - 90% of weekly SES selection status reports. 4. Meet 95% - 100% of all deadlines for submission of SES narrative summaries. 5. Disseminate 100% of Key Personnel Announcements within 14 calendar days Total	0.8% 1.7% 1.7% 0.4% <u>0.4%</u> 5%	Progress Report/ Quarterly DRD 1133MA-002

ATTACHMENT J-3

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.: 2005-2007 Revision No.: 7 Date of Last Revision: 03/11/2008

States: **Alabama**, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, **Madison**, Marion, Marshall, Morgan, Winston
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13 .47
01012 - Accounting Clerk II	14 .65
01013 - Accounting Clerk III	16 .77
01020 - Administrative Assistant	21 .27
01040 - Court Reporter	17 .16
01051 - Data Entry Operator I	11 .95
01052 - Data Entry Operator II	13 .89
01060 - Dispatcher, Motor Vehicle	16 .31
01070 - Document Preparation Clerk	12 .47
01090 - Duplicating Machine Operator	12 .47
01111 - General Clerk I	10 .80
01112 - General Clerk II	11 .78
01113 - General Clerk III	13 .86
01120 - Housing Referral Assistant	19 .14
01141 - Messenger Courier	9 .49
01191 - Order Clerk I	11 .51
01192 - Order Clerk II	15 .27
01261 - Personnel Assistant (Employment) I	13 .69
01262 - Personnel Assistant (Employment) II	15 .31
01263 - Personnel Assistant (Employment) III	17 .06
01270 - Production Control Clerk	19 .18
01280 - Receptionist	11 .02
01290 - Rental Clerk	11 .79
01300 - Scheduler, Maintenance	15 .32

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01311 - Secretary I	15 .32
01312 - Secretary II	17 .16
01313 - Secretary III	19 .14
01320 - Service Order Dispatcher	13 .83
01410 - Supply Technician	21 .27
01420 - Survey Worker	16 .81
01531 - Travel Clerk I	10 .26
01532 - Travel Clerk II	10 .86
01533 - Travel Clerk III	11 .58
01611 - Word Processor I	13 .12
01612 - Word Processor II	14 .73
01613 - Word Processor III	16 .48
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17 .50
05010 - Automotive Electrician	16 .73
05040 - Automotive Glass Installer	15 .94
05070 - Automotive Worker	15 .94
05110 - Mobile Equipment Servicer	14 .45
05130 - Motor Equipment Metal Mechanic	17 .50
05160 - Motor Equipment Metal Worker	15 .94
05190 - Motor Vehicle Mechanic	15 .98
05220 - Motor Vehicle Mechanic Helper	12 .52
05250 - Motor Vehicle Upholstery Worker	15 .22
05280 - Motor Vehicle Wrecker	15 .94
05310 - Painter, Automotive	15 .28
05340 - Radiator Repair Specialist	15 .94
05370 - Tire Repairer	12 .75
05400 - Transmission Repair Specialist	17 .50
07000 - Food Preparation And Service Occupations	
07010 - Baker	10 .84
07041 - Cook I	9 .14
07042 - Cook II	10 .27
07070 - Dishwasher	7 .57
07130 - Food Service Worker	8 .09
07210 - Meat Cutter	14 .21
07260 - Waiter/Waitress	6 .82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17 .56
09040 - Furniture Handler	13 .94
09080 - Furniture Refinisher	17 .56
09090 - Furniture Refinisher Helper	14 .41
09110 - Furniture Repairer, Minor	15 .98
09130 - Upholsterer	17 .56
11000 - General Services And Support Occupations	

ATTACHMENT J-3

11030 - Cleaner, Vehicles	9 .28
11060 - Elevator Operator	8 .58
11090 - Gardener	12 .11
11122 - Housekeeping Aide	8 .62
11150 - Janitor	8 .58
11210 - Laborer, Grounds Maintenance	10 .00
11240 - Maid or Houseman	7 .70
11260 - Pruner	9 .28
11270 - Tractor Operator	12 .08
11330 - Trail Maintenance Worker	10 .00
11360 - Window Cleaner	9 .06
12000 - Health Occupations	
12010 - Ambulance Driver	14 .41
12011 - Breath Alcohol Technician	14 .71
12012 - Certified Occupational Therapist Assistant	20 .35
12015 - Certified Physical Therapist Assistant	20 .35
12020 - Dental Assistant	13 .91
12025 - Dental Hygienist	20 .44
12030 - EKG Technician	23 .24
12035 - Electroneurodiagnostic Technologist	23 .24
12040 - Emergency Medical Technician	14 .41
12071 - Licensed Practical Nurse I	14 .07
12072 - Licensed Practical Nurse II	15 .81
12073 - Licensed Practical Nurse III	17 .71
12100 - Medical Assistant	10 .79
12130 - Medical Laboratory Technician	14 .02
12160 - Medical Record Clerk	11 .28
12190 - Medical Record Technician	13 .60
12195 - Medical Transcriptionist	12 .65
12210 - Nuclear Medicine Technologist	30 .65
12221 - Nursing Assistant I	9 .43
12222 - Nursing Assistant II	10 .61
12223 - Nursing Assistant III	11 .57
12224 - Nursing Assistant IV	12 .99
12235 - Optical Dispenser	13 .68
12236 - Optical Technician	10 .38
12250 - Pharmacy Technician	12 .62
12280 - Phlebotomist	12 .99
12305 - Radiologic Technologist	23 .95
12311 - Registered Nurse I	22 .94
12312 - Registered Nurse II	28 .08
12313 - Registered Nurse II, Specialist	28 .08
12314 - Registered Nurse III	33 .97
12315 - Registered Nurse III, Anesthetist	33 .97

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12316 - Registered Nurse IV	40 .70
12317 - Scheduler (Drug and Alcohol Testing)	19 .01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19 .07
13012 - Exhibits Specialist II	23 .35
13013 - Exhibits Specialist III	28 .38
13041 - Illustrator I	19 .07
13042 - Illustrator II	23 .35
13043 - Illustrator III	28 .38
13047 - Librarian	24 .50
13050 - Library Aide/Clerk	13 .17
13054 - Library Information Technology Systems Administrator	22 .12
13058 - Library Technician	14 .67
13061 - Media Specialist I	15 .97
13062 - Media Specialist II	17 .87
13063 - Media Specialist III	19 .92
13071 - Photographer I	14 .72
13072 - Photographer II	17 .00
13073 - Photographer III	20 .36
13074 - Photographer IV	24 .89
13075 - Photographer V	30 .21
13110 - Video Teleconference Technician	15 .97
14000 - Information Technology Occupations	
14041 - Computer Operator I	14 .73
14042 - Computer Operator II	19 .13
14043 - Computer Operator III	20 .49
14044 - Computer Operator IV	26 .16
14045 - Computer Operator V	27 .62
14071 - Computer Programmer I (1)	25 .00
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	14 .73
14160 - Personal Computer Support Technician	26 .16
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29 .35
15020 - Aircrew Training Devices Instructor (Rated)	35 .52
15030 - Air Crew Training Devices Instructor (Pilot)	36 .76
15050 - Computer Based Training Specialist / Instructor	30 .38
15060 - Educational Technologist	27 .38

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15070 - Flight Instructor (Pilot)	36 .76
15080 - Graphic Artist	21 .00
15090 - Technical Instructor	18 .91
15095 - Technical Instructor/Course Developer	23 .11
15110 - Test Proctor	17 .16
15120 - Tutor	17 .16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7 .74
16030 - Counter Attendant	7 .74
16040 - Dry Cleaner	9 .73
16070 - Finisher, Flatwork, Machine	7 .74
16090 - Presser, Hand	7 .74
16110 - Presser, Machine, Drycleaning	7 .74
16130 - Presser, Machine, Shirts	7 .74
16160 - Presser, Machine, Wearing Apparel, Laundry	7 .74
16190 - Sewing Machine Operator	10 .27
16220 - Tailor	10 .78
16250 - Washer, Machine	8 .39
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21 .04
19040 - Tool And Die Maker	25 .67
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14 .82
21030 - Material Coordinator	19 .18
21040 - Material Expediter	19 .18
21050 - Material Handling Laborer	10 .29
21071 - Order Filler	10 .87
21080 - Production Line Worker (Food Processing)	14 .82
21110 - Shipping Packer	12 .98
21130 - Shipping/Receiving Clerk	12 .98
21140 - Store Worker I	11 .02
21150 - Stock Clerk	14 .95
21210 - Tools And Parts Attendant	14 .82
21410 - Warehouse Specialist	14 .82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	18 .74
23021 - Aircraft Mechanic I	22 .24
23022 - Aircraft Mechanic II	23 .35
23023 - Aircraft Mechanic III	24 .52
23040 - Aircraft Mechanic Helper	17 .44
23050 - Aircraft, Painter	19 .32
23060 - Aircraft Servicer	19 .34
23080 - Aircraft Worker	20 .27
23110 - Appliance Mechanic	18 .04

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23120 - Bicycle Repairer	14 .66
23125 - Cable Splicer	19 .76
23130 - Carpenter, Maintenance	17 .56
23140 - Carpet Layer	17 .29
23160 - Electrician, Maintenance	23 .21
23181 - Electronics Technician Maintenance I	17 .93
23182 - Electronics Technician Maintenance II	25 .55
23183 - Electronics Technician Maintenance III	26 .62
23260 - Fabric Worker	16 .54
23290 - Fire Alarm System Mechanic	18 .79
23310 - Fire Extinguisher Repairer	15 .72
23311 - Fuel Distribution System Mechanic	18 .79
23312 - Fuel Distribution System Operator	16 .80
23370 - General Maintenance Worker	16 .43
23380 - Ground Support Equipment Mechanic	22 .24
23381 - Ground Support Equipment Servicer	19 .34
23382 - Ground Support Equipment Worker	20 .27
23391 - Gunsmith I	14 .48
23392 - Gunsmith II	15 .97
23393 - Gunsmith III	17 .51
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18 .38
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19 .30
23430 - Heavy Equipment Mechanic	18 .38
23440 - Heavy Equipment Operator	17 .87
23460 - Instrument Mechanic	22 .82
23465 - Laboratory/Shelter Mechanic	15 .88
23470 - Laborer	11 .36
23510 - Locksmith	18 .04
23530 - Machinery Maintenance Mechanic	23 .32
23550 - Machinist, Maintenance	18 .05
23580 - Maintenance Trades Helper	14 .41
23591 - Metrology Technician I	22 .82
23592 - Metrology Technician II	23 .80
23593 - Metrology Technician III	24 .74
23640 - Millwright	18 .79
23710 - Office Appliance Repairer	19 .90
23760 - Painter, Maintenance	17 .56
23790 - Pipefitter, Maintenance	18 .90
23810 - Plumber, Maintenance	18 .06
23820 - Pneudraulic Systems Mechanic	18 .79
23850 - Rigger	18 .79
23870 - Scale Mechanic	17 .29
23890 - Sheet-Metal Worker, Maintenance	18 .38

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23910 - Small Engine Mechanic	16 .75
23931 - Telecommunications Mechanic I	18 .38
23932 - Telecommunications Mechanic II	20 .21
23950 - Telephone Lineman	18 .38
23960 - Welder, Combination, Maintenance	18 .38
23965 - Well Driller	18 .79
23970 - Woodcraft Worker	18 .79
23980 - Woodworker	16 .43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	7 .78
24580 - Child Care Center Clerk	9 .71
24610 - Chore Aide	8 .42
24620 - Family Readiness And Support Services Coordinator	12 .43
24630 - Homemaker	12 .32
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18 .86
25040 - Sewage Plant Operator	17 .87
25070 - Stationary Engineer	18 .86
25190 - Ventilation Equipment Tender	14 .85
25210 - Water Treatment Plant Operator	17 .56
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11 .98
27007 - Baggage Inspector	10 .74
27008 - Corrections Officer	15 .28
27010 - Court Security Officer	16 .82
27030 - Detection Dog Handler	13 .55
27040 - Detention Officer	15 .28
27070 - Firefighter	16 .82
27101 - Guard I	10 .74
27102 - Guard II	13 .55
27131 - Police Officer I	18 .35
27132 - Police Officer II	20 .41
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9 .22
28042 - Carnival Equipment Repairer	9 .68
28043 - Carnival Equipment Worker	7 .64
28210 - Gate Attendant/Gate Tender	12 .85
28310 - Lifeguard	11 .10
28350 - Park Attendant (Aide)	14 .38
28510 - Recreation Aide/Health Facility Attendant	10 .49
28515 - Recreation Specialist	14 .83
28630 - Sports Official	11 .45
28690 - Swimming Pool Operator	15 .65

29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker And Bracer	17 .70
29020 - Hatch Tender	17 .70
29030 - Line Handler	17 .70
29041 - Stevedore I	16 .90
29042 - Stevedore II	18 .56

30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO) (2)	34 .27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23 .64
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26 .03
30021 - Archeological Technician I	17 .26
30022 - Archeological Technician II	19 .32
30023 - Archeological Technician III	23 .94
30030 - Cartographic Technician	24 .23
30040 - Civil Engineering Technician	20 .75
30061 - Drafter/CAD Operator I	17 .26
30062 - Drafter/CAD Operator II	19 .55
30063 - Drafter/CAD Operator III	20 .50
30064 - Drafter/CAD Operator IV	25 .23
30081 - Engineering Technician I	14 .53
30082 - Engineering Technician II	17 .48
30083 - Engineering Technician III	21 .00
30084 - Engineering Technician IV	28 .62
30085 - Engineering Technician V	33 .81
30086 - Engineering Technician VI	40 .89
30090 - Environmental Technician	22 .19
30210 - Laboratory Technician	18 .92
30240 - Mathematical Technician	24 .23
30361 - Paralegal/Legal Assistant I	16 .85
30362 - Paralegal/Legal Assistant II	20 .89
30363 - Paralegal/Legal Assistant III	25 .55
30364 - Paralegal/Legal Assistant IV	30 .92
30390 - Photo-Optics Technician	24 .23
30461 - Technical Writer I	20 .96
30462 - Technical Writer II	25 .62
30463 - Technical Writer III	30 .71
30491 - Unexploded Ordnance (UXO) Technician I	21 .78
30492 - Unexploded Ordnance (UXO) Technician II	26 .35
30493 - Unexploded Ordnance (UXO) Technician III	31 .59
30494 - Unexploded (UXO) Safety Escort	21 .78
30495 - Unexploded (UXO) Sweep Personnel	21 .78
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20 .50
30621 - Weather Observer, Senior (3)	22 .74

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31000 - Transportation/Mobile Equipment Operation Occupations

31020 - Bus Aide	9 .74
31030 - Bus Driver	12 .67
31043 - Driver Courier	13 .89
31260 - Parking and Lot Attendant	9 .19
31290 - Shuttle Bus Driver	14 .77
31310 - Taxi Driver	9 .91
31361 - Truckdriver, Light	14 .77
31362 - Truckdriver, Medium	16 .55
31363 - Truckdriver, Heavy	16 .83
31364 - Truckdriver, Tractor-Trailer	16 .83

99000 - Miscellaneous Occupations

99030 - Cashier	9 .27
99050 - Desk Clerk	7 .22
99095 - Embalmer	21 .13
99251 - Laboratory Animal Caretaker I	8 .61
99252 - Laboratory Animal Caretaker II	13 .46
99310 - Mortician	21 .13
99410 - Pest Controller	12 .10
99510 - Photofinishing Worker	11 .06
99710 - Recycling Laborer	14 .15
99711 - Recycling Specialist	16 .26
99730 - Refuse Collector	12 .79
99810 - Sales Clerk	10 .45
99820 - School Crossing Guard	12 .33
99830 - Survey Party Chief	15 .89
99831 - Surveying Aide	9 .79
99832 - Surveying Technician	13 .40
99840 - Vending Machine Attendant	12 .64
99841 - Vending Machine Repairer	14 .48
99842 - Vending Machine Repairer Helper	12 .64

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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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.

NOTE: These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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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.