

Notice To Offerors (READ THIS FIRST)

Stennis Space Center Coffee Shop
Concessionaire Agreement

The purpose of this Notice is to provide insight into how concession proposals will be evaluated and an overview of “How” to submit a proposal for this concession.

EVALUATION CRITERIA

Proposals will be evaluated and award will be based on an integrated assessment of each proposal to determine which Concessionaire would provide the best overall concessionaire service using the following factors: Relevant Experience, Business Plan, Past Performance, and Price. Therefore, subjective judgment by the Exchange is implicit in the evaluation process. **All evaluation factors other than price, when combined, are approximately equal to price.** While the Exchange wants to provide the highest quality concession services possible through this concessionaire agreement, it also wants a well run, responsible business operation.

The evaluation team will assign one of the following ratings for the relevant experience characteristic:

RATING	DEFINITION	STANDARD
Low Risk	Little doubt exists, based on the offeror’s experience, that the offeror can satisfactorily perform this kind of work.	Extensive experience in projects of similar size, scope, complexity.
Moderate Risk	Some doubt exists, based on the offeror’s experience, that the offeror can satisfactorily perform this kind of work.	Limited experience in projects of similar size and scope, or extensive experience as the primary subcontractor for projects similar in size and scope.
High Risk	Significant doubt exists, based on the offeror’s experience, that the offeror can satisfactorily perform this kind of work.	Very little experience in projects of this kind.

The evaluation team will evaluate the Business Plan which at a minimum should include management and operational procedures, staffing structure, shop theme, how you plan to generate funds to run the Stennis Coffee Shop and maintain responsible business operations. The theme should reflect the essence of the Federal City which Stennis Space Center embodies. A schematic with general dimensions is provided. Identify utilities required along with a proposed configuration for the space. The evaluation team will assign one of the following ratings for the Business Plan:

RATING	DEFINITION	STANDARD
Highly Effective	The Business Plan submitted by the offeror leaves little doubt that the proposed plan should be highly effective throughout the life of the contract.	Reflects a sound proposal with a comprehensive understanding of the work to be performed and the ability to provide uninterrupted high-quality work.
Moderately Effective	The Business Plan submitted by the offeror leaves some doubt and the proposed plan should be effective throughout the life of the contract.	Reflects a good proposal with a general understanding of the work to be performed and the ability to provide uninterrupted quality work.
Ineffective	The Business Plan submitted by the offeror leaves significant doubt and the proposed plan may be ineffective throughout the life of the contract.	Does not reflect a good proposal and did not indicate a good understanding of the work to be performed. This approach could result in interruption of service or a lower-quality work.

The evaluation team will assign one of the following ratings for the past performance characteristic:

RATING	DEFINITION	STANDARD
Outstanding	Substantially exceeds requirements. Entirely favorable past performance.	A significant majority of sources of information are consistently firm in stating that the offeror's performance was superior and that they would unhesitatingly do business with the offeror again. Complaints are negligible, or unfounded. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old and the offeror has demonstrated by more than recent performance that corrective action has made the likelihood of such conduct in the future highly improbable.
Above Average	Somewhat exceeds requirements. More favorable than unfavorable past performance.	Most sources of information state that the offeror's performance was good, better than average, and that they would willingly do business with the offeror again. Complaints, though perhaps well founded, are few and relatively minor. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old and the offeror has demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbable.
Neutral	No record exists or the contractor has no past performance to report.	
Satisfactory	Meets requirements. Inconclusive past performance record.	Sources of information are roughly divided over the quality of the offeror's performance. While some state that they would do business with the offeror again, others are doubtful or would not. Complaints are balanced by reports of good work. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old.

Marginal	Barely meets requirements. More unfavorable than favorable past performance.	Many sources of information make unfavorable reports about the offeror's performance and either express serious doubts about doing business with the offeror again or states that they would refuse to do so. However, there are some favorable reports, and some sources of information indicate that they would do business with the offeror again. There are many significant, serious, and well-founded complaints, but there are some reports of good performance. The offeror may have been indicted, pled guilty, or may have been found guilty on matters of criminal conduct, but issues are unresolved, relatively minor, or do not reflect a company-wide or managerial pattern of wrongdoing. The offeror may have lost civil suits for fraud or negligence, but there is no company-wide or managerial pattern of fraudulent, negligent, or criminal conduct.
Unsatisfactory	Does not meet requirements. Entirely unfavorable past performance.	A significant majority of sources of information are consistently firm in stating that the offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again under any circumstances. Customer complaints are substantial or numerous and are well founded. The offeror is under indictment or has been convicted of criminal conduct, or has been found liable for fraud or negligence. The offeror either has presented no persuasive evidence of having taken appropriate corrective action that will guard against such conduct in the foreseeable future, or it appears unlikely that the corrective action will be effective.

The evaluation team will conduct a price analysis on the proposed price.

Once all responses have been received, concessionaires will be evaluated by the Exchange using the above evaluation criteria. All concession proposals will be judged against these same value characteristics. These value characteristics are performance based and permit selection of a proposal that provides better services and business operations even if there is a reasonable difference in price. The Government may consider awarding to an Offeror with higher qualitative merit if the difference in price is commensurate with added value. Conversely, the Government may consider making award to an Offeror whose quote has lower qualitative merit if the price differential between it and other offers warrants doing so.

ADDITIONAL INFORMATION

As general information, ALL proposers must submit (3) copies of the following: Signed Concessionaire Agreement, Business Plan/Proposal and a completed Questionnaire, which is attached.

There will be a site visit at the SSC Roy S. Estess Building Main Lobby, February 8, 2012 at 10:00AM and all prospective proposers are encouraged to attend. Due to increased security and need to reduce disruption of current operations, only two (2) individuals from each company will be allowed to attend the site visit. If you plan to attend, you must contact Beth L. Bradley at beth.l.bradley@nasa.gov, by 4:30 PM February 7, 2012 so that your names can be cleared through security.

This Concessionaire Agreement as well as any amendments will only be available via this Internet web site. All proposers are responsible for checking this web site daily for changes to the solicitation, <http://prod.nais.nasa.gov/cgi-bin/eps/bizops.cgi?gr=D&pin=64>

All concessionaire questions shall be submitted in writing to beth.l.bradley@nasa.gov, not later than 3:00 PM local time on February 15, 2012. Phone calls will not be accepted. Questions submitted after the aforementioned date and time will not receive a response.

SSC Safety and Health Handbook is available online for reference, http://constructionsafety.ssc.nasa.gov/publications/SSP-8715-0001_Safety_and_Health_Handbook.pdf.

The NAICS Code and Size Standard are 722213 and \$7.0 Million.

All responsible sources may submit a proposal which shall be considered by the agency.

The Concession Proposal shall be received not later than 3:00 PM local time March 7, 2012.

The tentative award date is on or about March 22, 2012.

Attachments (4)

1. Tentative Schedule
2. Statement of Work
3. Questionnaire
4. Model Concessionaire Agreement
 - a. Exhibit A – Schematic
 - b. Exhibit B – Price List
 - c. Exhibit C – Service Contract Act

TENTATIVE SCHEDULE

Issue Solicitation (RFP)	January 25, 2012
Conduct Site Visit	February 8, 2012
Prospective Concessionaire Questions Due	February 15, 2012
NASA Response To Questions (Posted)	February 22, 2012
Proposals Due	March 7, 2012
NASA Evaluations Completed	March 21, 2012
Tentative Concessionaire Awarded	March 22, 2012

Statement of Work (SOW) NASA Exchange Stennis Space Center Coffee Shop

Background

The NASA Exchange located at the John C. Stennis Space Center (SSC), is a non-appropriated funded Government instrumentality, tasked with the operation of activities that contribute to the efficiency, welfare and morale of NASA personnel. The exchange is currently seeking an entity, further referenced as “The Concessionaire”, to operate and establish a coffee shop at the Center.

Objectives

- Sell coffee including: flavored roasted coffees ranging from medium to dark roasts; a variety of traditional hot beverages including: hot chocolate, teas, espresso, americano, lattes, cappuccino, and other similar beverages; cold beverages including; iced teas some of which may be flavored, iced coffee drinks, and iced traditional beverages; blended beverages are preferred which may include frozen coffee drinks, smoothies, and frozen fruit beverages. Menu items may include light fares. Focus should be paid to nutritious foods made from local products when possible. The coffee shop shall be located in the Roy S. Estess Building, B-1100 at NASA-SSC.
- Manage and operate all aspects of a Coffee Shop, including, but not limited to, food purchase, preparation and service; marketing; advertising; and staffing. Concessionaire will employ, train and supervise necessary personnel, all of whom must be citizens of the United States or resident aliens and meet appropriate security requirements.
- Obtain the food, equipment as specified between the parties, supplies, and services necessary to provide the above enumerated services, including utilities (as specified in the Concessionaire Agreement), and janitorial services. Internet service will be provided. Proposals shall include a project plan for incorporating wireless internet services with a comfortable work environment.
- Provide the above enumerated services Monday through Friday, 52 weeks per year, excluding Federal holidays. Maintain core operating hours within the parameters of normal working hours of 6:00 am to 6:00 pm LT in the Roy S. Estess Building.
- Comply with all Federal, state, and municipal laws, rules, ordinances and regulations relating to the above enumerated services. In particular, Concessionaire will obtain, at Concessionaire’s expense, all licenses required by Federal, state, and local law and regulation, including Hazards Analysis Critical Control Point (HACCP) Methodology, and collect and pay all applicable Federal, state and local taxes. Concessionaire will meet all requirements of the Mississippi Food Regulation, as promulgated by the Mississippi State Department of Health.

QUESTIONNAIRE

(FILL OUT AND SUBMIT WITH PROPOSAL)

FINANCIAL CAPABILITY DATA

The following information shall be inserted as applicable. If additional space is necessary, attach additional sheet(s).

1. Relevant Experience: Include a list of services that are comparable or related to the services required by this solicitation and are of similar scope, size, and complexity. Include services that have been performed within the past five (5) years, the location, the number of years in operation and yearly gross income.

2. Past Performance: The Offeror shall provide information on relevant performance within the past three (3) years, (including address, telephone and fax numbers, and e-mail address, if available), and status of the contract (current, terminated (if so, why), successfully completed). Offerors with no previous Government contracts shall so state.

3. Rates/Concessionaire Fee, such as, share ratio of the total monthly gross receipts derived from the services performed:

Additional Information:

- Bank/Financial Institution References: Include names, telephone numbers and addresses.

- A complete financial statement, including but not limited to a balance sheet, income statement and supporting documentation is required for each of your last three fiscal years.
- Relationship with the government: Is the owner or any officials of the firm currently employed by the Federal Government, the NASA Exchange, or on active duty with any branch of the active military service to ensure no conflicts of interest exist. Any organizational conflicts of interest shall be addressed prior to award:

YES _____ If Yes, Please Explain NO _____

- Incorrect, Incomplete or Misleading Statement: The proposer affirms that the information furnished above is correct and is the basis for possible award of an Agreement. If this information is deemed to be incorrect, incomplete, or misleading, such findings may constitute cause for which the Operations Manager may terminate any resulting Agreement.

Signature of Proposer

Date

**CONCESSIONAIRE AGREEMENT
BETWEEN
NASA EXCHANGE - STENNIS SPACE CENTER BRANCH
AND
TO BE DETERMINED (TBD) CONCESSIONAIRE**

This Concessionaire Agreement (“Agreement”) is made and entered into by and between TBD Concessionaire (“Concessionaire”) and the NASA Exchange – SSC Branch, located at the John C. Stennis Space Center (“Exchange”). SSC enters into this Agreement pursuant to the guidance in NASA Procedural Directive (NPD) 9050.6. The Exchange and Concessionaire may be individually referred to as a “Party” and collectively referred to as the “Parties.”

ARTICLE I – PURPOSE AND BACKGROUND

The Exchange operates at John C. Stennis Space Center (SSC) for the purpose of promoting the efficiency morale and welfare of NASA employees, their families, and all other personnel resident at each Center. The Exchange has identified a desire among SSC employees for high quality coffee items and related snacks. Further, it believes that a coffee shop with internet access will provide an alternative work environment that will increase the job satisfaction of SSC employees.

To this end, the Exchange and Concessionaire wish to establish a concessionaire arrangement between the Parties for the operation of a coffee shop at SSC.

ARTICLE II – CONCESSION PRIVILEGE

The Exchange hereby authorizes and grants a privilege to the Concessionaire to operate a coffee shop operation (“operation”) at SSC located in Building 1100 in space assigned by the Exchange. The area specified for the usage has been coordinated with both Parties and is noted in Exhibit A. The prices charged customers for products offered shall be as mutually agreed upon. Any changes in the products provided and prices charged for those items shall be submitted to the Exchange for approval prior to implementation.

The Concessionaire shall have the right to ingress and egress over the adjoining Government-owned property in exercising this privilege. The Concessionaire shall also have the right to install, operate and maintain the necessary equipment associated with the operation in Building 1100.

The Concessionaire shall staff and operate this facility to provide only for the services described in this agreement.

ARTICLE III – RESPONSIBILITIES

The Exchange will use reasonable efforts to:

- a) Provide the following at no cost to the Concessionaire:
 - i) Physical security services in accordance with NASA-SSC policies
 - ii) Minor preventative and corrective maintenance activities, as defined by NASA and the Exchange, and advisement on noted safety issues
 - iii) Internet access
- b) Provide fire protection and emergency response.
- c) Provide access to a SSC POC for technical and administrative issues.
- d) Communicate with Concessionaire regarding concerns raised by customer feedback survey and provide Concessionaire with reasonable time to address such concerns.

Concessionaire will use reasonable efforts to:

- a) Adhere to all SSC safety, security, fire and emergency response regulations and guidelines.
- b) Pay for all utility costs, which will be furnished by NASA-SSC, and are included in the rates and charges hereinafter specified, except that the Concessionaire shall provide for telephone service.
- c) Hire, train, staff and supervise the necessary qualified personnel and furnish the necessary equipment and supplies, except for any equipment provided by the Exchange, so as to provide coffee shop services, as further enumerated in this Agreement, for the convenience and welfare of SSC employees, those of other agencies resident at SSC, and visitors and guests.
- d) Operate, repair and maintain the necessary equipment associated with the Concessionaire's operations, including equipment provided by the Exchange.
- e) Maintain core operating hours within the parameters of normal working hours of 6:00 AM to 6:00 PM in the Roy S. Estess Building at SSC. Any changes to the scheduled hours require prior notification to and approval of the Exchange. Services need not be made available on designated Federal holidays, on those occasions when SSC may be closed due to emergency conditions, or as otherwise notified by the Exchange.
- f) Obtain, at Concessionaire's expense, all necessary notices, pay all license fees and comply with all municipal, state and Federal laws, rules, ordinances and regulations relating to the privilege to be carried out under this Agreement, and collect and pay all Federal, state and local taxes applicable to the income and transactions of the concession.

Concessionaire will meet all requirements of the Mississippi Food Regulations, as promulgated by the Mississippi State Department of Health.

- g) Pay promptly, and according to the terms thereof, all debts incurred in association with the conduct of the concession
- h) Keep the premises authorized under this Agreement at all times clean, orderly, attractive and in sanitary condition to the reasonable satisfaction of the Exchange and in compliance with all Federal, state and local laws.
- i) Make no alterations in the premises without the prior approval of the Exchange and maintain the premises in good repair. The Concessionaire assumes all expenses for repairs, not considered minor preventative or corrective repairs, as defined by NASA and the Exchange.
- j) Employ only employees, servants and agents who meet appropriate security requirements for access to SSC; and those lawfully allowed to work in the United States.
- k) Execute badge and security activity for each new employee through the NASA SSC security officer.
- l) Dispose of any individually-owned property abandoned or mislaid on the premises, in accordance with applicable provisions of the laws of the State of Mississippi and of the United States. However, the Concessionaire shall make diligent efforts to locate the present whereabouts of the owner of such property prior to disposal.
- m) Conduct customer feedback surveys at least once annually; provide results of said surveys to the Exchange; and use reasonable efforts to address any concerns identified by the Exchange as a result. .

ARTICLE IV – CONDUCT OF CONCESSIONAIRE

1. The Concessionaire agrees that it shall not:

- a) Represent itself or permit itself to be represented as an agent of the United States, NASA, or the Exchange in any manner whatsoever.
- b) Permit the use by others of the authorized premises or assign to another the conduct of this privilege without first obtaining the written consent of the Exchange. No assignment or transfer, no matter how accomplished, shall be effective nor shall any assignee or transferee acquire any rights to or under this Agreement, unless prior consent shall be executed in writing by the Parties with the same formalities as required for the execution of this Agreement. Concessionaire affiliates will be allowed to use the premises upon notice to and approval by the Exchange.

- c) Sell or remove any equipment or fixtures of said Concession owned or furnished by the Exchange without prior consent of the Exchange.
- d) Engage in or permit gambling or the use of any device of gambling.
- e) The Civil Service Reform Act of 1978 (CSRA), as amended, prohibits federal employees who have authority to take, direct others to take, recommend or approve any personnel action from discriminating against applicants and employees on the bases of race, color, sex, religion, national origin, age, disability, marital status or political affiliation and from discriminating against an applicant or employee on the basis of *conduct* which does not adversely affect the performance of the applicant or employee. The Office of Personnel Management (OPM) has interpreted the prohibition of discrimination based on "conduct" to include discrimination based on sexual orientation. *See Addressing Sexual Orientation Discrimination in Federal Civilian Employment at <http://www.opm.gov/er/address2/guide01.htm>.*
- f) Post or distribute flyers and publication outside the assigned space without the prior consent of the Exchange.

ARTICLE V – INDEMNITY

The Concessionaire, its servants, agents and employees are in no sense agents of the United States Government, the Exchange or NASA, and the Concessionaire agrees to indemnify, save harmless and defend the United States, the Exchange and NASA from and against any and all claims, demands, actions, debts, liabilities, judgments, costs and attorney's fees arising out of, claimed on account of, or in any manner predicated upon purported or asserted agency or employee relationship with Concessionaire, its agents, servants, or employees.

ARTICLE VI – INSURANCE

The Concessionaire agrees to procure and maintain at Concessionaire's own expense from a company or companies acceptable to the Exchange the following insurance for the period of this Agreement, and furnish the Exchange with certificates evidencing such insurance to be in effect and indicating on the certificate that in event of modification, cancellation or removal of the policy, the Exchange will be given ten (10) days prior notice:

1. Workman's Compensation Insurance and Employer's Liability Insurance as required by the laws of the State of Mississippi.
2. Premises Bodily Injury, Property Damage Liability, and theft Insurance in minimum amounts of \$100,000 for injury to or death of any one person; \$300,000 for each accident or occurrence for bodily injury; and \$100,000 for each accident or occurrence for property damage / theft.

ARTICLE VII – CLAIMS

The United States Government will not be liable for the payment of any monetary claim established, or judgment rendered, under this Agreement.

ARTICLE VIII – FINANCIAL OBLIGATIONS

It is mutually agreed that Concessionaire shall pay to the Exchange a Concessionaire Fee of six percent (6%) of the total monthly gross receipts derived from the services performed during the preceding calendar month. This sum shall be paid not later than the tenth (10) day of the month next succeeding.

Notwithstanding any other provision herein, unless paid within 30 days all amounts that become payable by the Concessionaire to the Exchange under this Agreement (net of any applicable tax credit under the Internal Revenue Code) shall bear interest at the rate of six percent (6%) per annum from the date due until paid.

It is understood that significant improvement or deterioration in the Concessionaire's business base may result in a reevaluation of this fee arrangement that may be initiated by either Party. In any event, any revision of the fee arrangement will require the written consent of both Parties.

All payments shall be made payable to the NASA Exchange and remitted to:

NASA Exchange
John C. Stennis Space Center
Attn: Alyce Moran
Building 1100, Room 336
Stennis Space Center, MS 39529

ARTICLE IX – RECORDS

The financial operation of the Concessionaire will be subject to examination as may be considered necessary by the Exchange to ensure strict compliance with this Agreement and subject to the review of other regulatory authorities, as applicable.

ARTICLE X – TERM OF CONCESSIONAIRE AGREEMENT

1. The term of this Agreement, unless sooner terminated as hereinafter provided, shall be five (5) years from the effective date.
2. This Agreement is automatically terminated in the event that the Exchange is inactivated.

3. This Agreement may be immediately terminated by the Exchange if the Concessionaire wrongfully and willfully violates the conditions of this Agreement. In the event that the Health Department determines that the Concessionaire is not in compliance with the Mississippi Food Regulations, the Exchange will give the Concessionaire written notice of the violation and thirty (30) days to cure. In the event that the violation is not remedied within that time period, the Exchange may terminate the Agreement.
4. This Agreement may be terminated by either Party upon 90 days notice, in writing, to the other. However, in the event the Concessionaire fails to comply with any of the terms and conditions of this Agreement, or the SSC Director determines that the interest of the national space program, the national defense, or the public welfare requires the termination of the interest herein granted, this Agreement may be terminated upon 30 days notice in writing to the Concessionaire.
5. Upon termination of the Agreement, the Concessionaire will settle its account with the Exchange, promptly remove from SSC all property not purchased by NASA or the Exchange, and yield up said premises. Removal will be at the expense of the Concessionaire and will be accomplished within a reasonable time after termination of this Agreement, as determined by the Exchange. The Concessionaire will restore the premises to their original condition to the satisfaction of the Exchange (reasonable wear and tear excepted) within two (2) months of termination.

Upon failure to do so, the Exchange may cause such Concessionaire's property to be removed and stored at the Concessionaire's expense. If at termination, the Concessionaire is indebted to the Exchange, the Exchange may elect to take possession of the property and dispose of the same by public sale and satisfy the cost of the sale and Concessionaire's indebtedness out of the proceeds. The Concessionaire will be granted seven (7) days notice and the opportunity to settle the debt in full prior to the Exchange electing to take possession of said property.

ARTICLE XI – CONTINUITY OF CONCESSIONAIRE PRIVILEGES

Upon the expiration of the term of this Agreement, it may continue in force on a month-to-month basis upon the mutual agreement by the Exchange and the Concessionaire, to allow the Exchange time to seek and negotiate an agreement with a new concessionaire or to renegotiate the agreement with TBD concessionaire. This month-to-month continuation, if exercised, will in no way extend past 12 months of the original expiration date.

ARTICLE XII – MODIFICATION

This Agreement may not be modified orally, and any modification must be in writing and executed by the proper signatories.

ARTICLE XIII – NONAPPROPRIATED FUND ACTIVITY

The Exchange is a non-appropriated fund activity. No appropriated funds of the United States shall become due or be paid the Concessionaire by reason of this Agreement.

ARTICLE XIV – RESPONSIBLE OFFICIAL

Day-to-day administration and technical direction of this Agreement will be the responsibility of a delegated officer of the Exchange. The Concessionaire will be notified in writing within 30 days of the execution of this Agreement of the individual who will serve in this capacity.

ARTICLE XV – APPROVAL OF CONCESSIONAIRE AGREEMENT

This Concessionaire Agreement is subject to the approval of SSC's Center Director and TBD official, with concurrence from SSC legal and financial representation. The Agreement will become effective upon final signature and date on the last page of this document.

IN WITNESS WHEREOF, the Parties hereunto and to a duplicate hereof, set their hands and seals this day.

APPROVED:

EXCHANGE:

Chairman, NASA Exchange

Date

SSC:

Center Director, SSC

Date

CONCESSIONAIRE:

Date

CONCUR:

SSC OCC:

Chief Counsel, NASA SSC

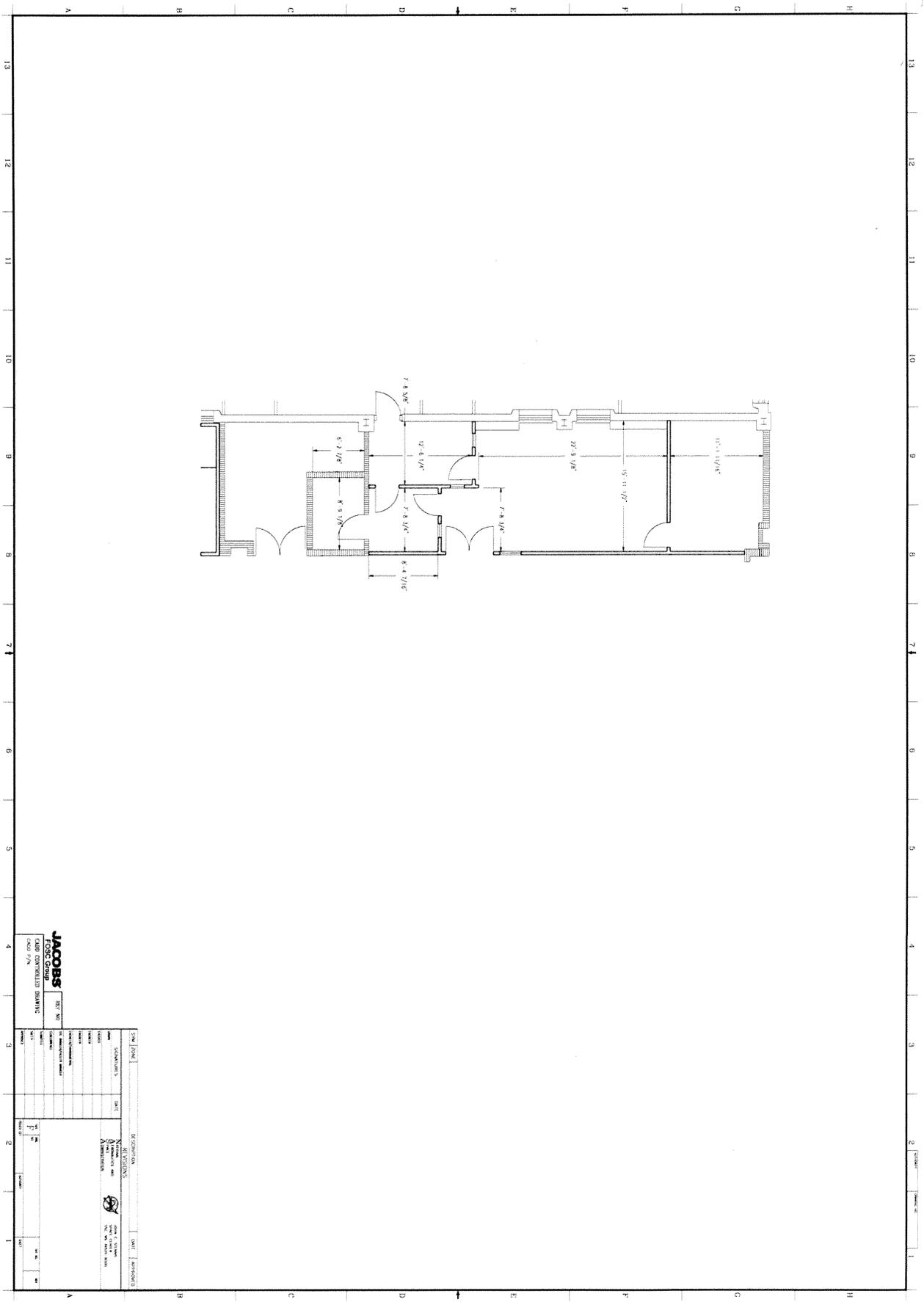
Date

SSC OCFO

Chief Financial Officer, NASA SSC

Date

EXHIBIT "A"



JACOBS FOSTER WHEELER CHIEF CONSULTING ENGINEER DATE: 7/19		SHEET NO. 11 OF 11	
PROJECT: [] LOCATION: [] DRAWING NO.: []		REVISIONS: NO. DESCRIPTION DATE APPROVED BY	
TITLE: [] DRAWN BY: [] CHECKED BY: [] IN CHARGE: []		DATE: [] APPROVED BY: []	

EXHIBIT B

PRICE LIST (TBD by the Concessionaire)

WD 05-2301 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

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

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2301
Revision No.: 11
Date Of Revision: 06/13/2011

State: Mississippi

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.39
01012 - Accounting Clerk II		15.08
01013 - Accounting Clerk III		16.77
01020 - Administrative Assistant		18.76
01040 - Court Reporter		14.61
01051 - Data Entry Operator I		10.76
01052 - Data Entry Operator II		12.08
01060 - Dispatcher, Motor Vehicle		15.59
01070 - Document Preparation Clerk		11.31
01090 - Duplicating Machine Operator		11.31
01111 - General Clerk I		11.03
01112 - General Clerk II		12.04
01113 - General Clerk III		13.67
01120 - Housing Referral Assistant		16.29
01141 - Messenger Courier		9.56
01191 - Order Clerk I		12.09
01192 - Order Clerk II		14.67
01261 - Personnel Assistant (Employment) I		13.54
01262 - Personnel Assistant (Employment) II		15.14
01263 - Personnel Assistant (Employment) III		16.89
01270 - Production Control Clerk		18.74
01280 - Receptionist		11.19
01290 - Rental Clerk		10.82
01300 - Scheduler, Maintenance		13.06
01311 - Secretary I		13.06
01312 - Secretary II		14.61
01313 - Secretary III		16.29
01320 - Service Order Dispatcher		12.47
01410 - Supply Technician		18.10
01420 - Survey Worker		13.80
01531 - Travel Clerk I		11.65
01532 - Travel Clerk II		12.37
01533 - Travel Clerk III		12.97
01611 - Word Processor I		13.29
01612 - Word Processor II		14.92
01613 - Word Processor III		16.69
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		21.73
05010 - Automotive Electrician		17.59
05040 - Automotive Glass Installer		16.90

05070 - Automotive Worker	16.90
05110 - Mobile Equipment Servicer	15.49
05130 - Motor Equipment Metal Mechanic	18.27
05160 - Motor Equipment Metal Worker	16.90
05190 - Motor Vehicle Mechanic	19.39
05220 - Motor Vehicle Mechanic Helper	14.84
05250 - Motor Vehicle Upholstery Worker	16.20
05280 - Motor Vehicle Wrecker	16.90
05310 - Painter, Automotive	17.59
05340 - Radiator Repair Specialist	16.90
05370 - Tire Repairer	12.36
05400 - Transmission Repair Specialist	18.27
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.15
07041 - Cook I	10.34
07042 - Cook II	11.28
07070 - Dishwasher	8.77
07130 - Food Service Worker	8.41
07210 - Meat Cutter	13.16
07260 - Waiter/Waitress	8.83
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.50
09040 - Furniture Handler	13.10
09080 - Furniture Refinisher	16.50
09090 - Furniture Refinisher Helper	13.94
09110 - Furniture Repairer, Minor	15.20
09130 - Upholsterer	16.50
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.14
11060 - Elevator Operator	9.14
11090 - Gardener	12.62
11122 - Housekeeping Aide	10.53
11150 - Janitor	10.53
11210 - Laborer, Grounds Maintenance	10.96
11240 - Maid or Houseman	8.89
11260 - Pruner	10.35
11270 - Tractor Operator	12.20
11330 - Trail Maintenance Worker	10.96
11360 - Window Cleaner	11.11
12000 - Health Occupations	
12010 - Ambulance Driver	14.53
12011 - Breath Alcohol Technician	15.99
12012 - Certified Occupational Therapist Assistant	18.30
12015 - Certified Physical Therapist Assistant	16.64
12020 - Dental Assistant	13.64
12025 - Dental Hygienist	26.82
12030 - EKG Technician	24.24
12035 - Electroneurodiagnostic Technologist	24.24
12040 - Emergency Medical Technician	14.53
12071 - Licensed Practical Nurse I	14.30
12072 - Licensed Practical Nurse II	15.99
12073 - Licensed Practical Nurse III	17.83
12100 - Medical Assistant	13.23
12130 - Medical Laboratory Technician	13.98
12160 - Medical Record Clerk	12.63
12190 - Medical Record Technician	14.22
12195 - Medical Transcriptionist	13.85
12210 - Nuclear Medicine Technologist	30.24
12221 - Nursing Assistant I	9.73
12222 - Nursing Assistant II	10.94
12223 - Nursing Assistant III	11.94

12224 - Nursing Assistant IV	13.40
12235 - Optical Dispenser	15.66
12236 - Optical Technician	12.82
12250 - Pharmacy Technician	13.17
12280 - Phlebotomist	13.52
12305 - Radiologic Technologist	21.02
12311 - Registered Nurse I	22.23
12312 - Registered Nurse II	25.94
12313 - Registered Nurse II, Specialist	27.19
12314 - Registered Nurse III	32.89
12315 - Registered Nurse III, Anesthetist	32.89
12316 - Registered Nurse IV	39.42
12317 - Scheduler (Drug and Alcohol Testing)	19.82
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.83
13012 - Exhibits Specialist II	20.86
13013 - Exhibits Specialist III	25.61
13041 - Illustrator I	16.83
13042 - Illustrator II	20.86
13043 - Illustrator III	25.61
13047 - Librarian	23.09
13050 - Library Aide/Clerk	9.77
13054 - Library Information Technology Systems Administrator	20.86
13058 - Library Technician	12.78
13061 - Media Specialist I	15.05
13062 - Media Specialist II	16.83
13063 - Media Specialist III	18.77
13071 - Photographer I	12.74
13072 - Photographer II	14.25
13073 - Photographer III	17.66
13074 - Photographer IV	21.74
13075 - Photographer V	26.13
13110 - Video Teleconference Technician	14.62
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.48
14042 - Computer Operator II	16.20
14043 - Computer Operator III	18.76
14044 - Computer Operator IV	20.07
14045 - Computer Operator V	22.22
14071 - Computer Programmer I	(see 1) 20.43
14072 - Computer Programmer II	(see 1) 25.30
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.48
14160 - Personal Computer Support Technician	20.07
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.76
15020 - Aircrew Training Devices Instructor (Rated)	33.59
15030 - Air Crew Training Devices Instructor (Pilot)	40.14
15050 - Computer Based Training Specialist / Instructor	27.76
15060 - Educational Technologist	34.22
15070 - Flight Instructor (Pilot)	40.14
15080 - Graphic Artist	19.42
15090 - Technical Instructor	19.73
15095 - Technical Instructor/Course Developer	22.52
15110 - Test Proctor	15.92
15120 - Tutor	15.92

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.97
16030 - Counter Attendant	8.97
16040 - Dry Cleaner	10.38
16070 - Finisher, Flatwork, Machine	8.97
16090 - Presser, Hand	8.97
16110 - Presser, Machine, Drycleaning	8.97
16130 - Presser, Machine, Shirts	8.97
16160 - Presser, Machine, Wearing Apparel, Laundry	8.97
16190 - Sewing Machine Operator	11.00
16220 - Tailor	11.65
16250 - Washer, Machine	9.36
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.58
19040 - Tool And Die Maker	21.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.50
21030 - Material Coordinator	18.74
21040 - Material Expediter	18.74
21050 - Material Handling Laborer	11.36
21071 - Order Filler	11.80
21080 - Production Line Worker (Food Processing)	15.50
21110 - Shipping Packer	12.52
21130 - Shipping/Receiving Clerk	12.52
21140 - Store Worker I	14.79
21150 - Stock Clerk	16.50
21210 - Tools And Parts Attendant	15.50
21410 - Warehouse Specialist	15.50
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.47
23021 - Aircraft Mechanic I	23.29
23022 - Aircraft Mechanic II	24.47
23023 - Aircraft Mechanic III	25.68
23040 - Aircraft Mechanic Helper	18.92
23050 - Aircraft, Painter	22.06
23060 - Aircraft Servicer	20.66
23080 - Aircraft Worker	21.56
23110 - Appliance Mechanic	18.58
23120 - Bicycle Repairer	12.36
23125 - Cable Splicer	22.88
23130 - Carpenter, Maintenance	17.95
23140 - Carpet Layer	14.76
23160 - Electrician, Maintenance	19.75
23181 - Electronics Technician Maintenance I	20.75
23182 - Electronics Technician Maintenance II	21.51
23183 - Electronics Technician Maintenance III	22.25
23260 - Fabric Worker	17.20
23290 - Fire Alarm System Mechanic	20.09
23310 - Fire Extinguisher Repairer	16.49
23311 - Fuel Distribution System Mechanic	21.51
23312 - Fuel Distribution System Operator	16.76
23370 - General Maintenance Worker	14.91
23380 - Ground Support Equipment Mechanic	23.29
23381 - Ground Support Equipment Servicer	20.66
23382 - Ground Support Equipment Worker	21.56
23391 - Gunsmith I	16.49
23392 - Gunsmith II	17.92
23393 - Gunsmith III	19.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.90
23411 - Heating, Ventilation And Air Contditioning	19.16

Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	18.79
23440 - Heavy Equipment Operator	16.03
23460 - Instrument Mechanic	19.91
23465 - Laboratory/Shelter Mechanic	18.58
23470 - Laborer	11.36
23510 - Locksmith	18.22
23530 - Machinery Maintenance Mechanic	20.21
23550 - Machinist, Maintenance	18.65
23580 - Maintenance Trades Helper	15.22
23591 - Metrology Technician I	19.91
23592 - Metrology Technician II	20.59
23593 - Metrology Technician III	21.20
23640 - Millwright	19.82
23710 - Office Appliance Repairer	16.72
23760 - Painter, Maintenance	15.08
23790 - Pipefitter, Maintenance	18.47
23810 - Plumber, Maintenance	17.40
23820 - Pneudraulic Systems Mechanic	19.91
23850 - Rigger	19.91
23870 - Scale Mechanic	17.92
23890 - Sheet-Metal Worker, Maintenance	18.08
23910 - Small Engine Mechanic	13.96
23931 - Telecommunications Mechanic I	24.20
23932 - Telecommunications Mechanic II	27.78
23950 - Telephone Lineman	20.70
23960 - Welder, Combination, Maintenance	17.57
23965 - Well Driller	18.90
23970 - Woodcraft Worker	19.91
23980 - Woodworker	17.07
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.61
24580 - Child Care Center Clerk	11.40
24610 - Chore Aide	11.01
24620 - Family Readiness And Support Services Coordinator	15.82
24630 - Homemaker	12.19
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.60
25040 - Sewage Plant Operator	16.13
25070 - Stationary Engineer	19.60
25190 - Ventilation Equipment Tender	15.23
25210 - Water Treatment Plant Operator	15.97
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.21
27007 - Baggage Inspector	11.23
27008 - Corrections Officer	12.80
27010 - Court Security Officer	15.40
27030 - Detection Dog Handler	15.38
27040 - Detention Officer	12.80
27070 - Firefighter	17.64
27101 - Guard I	11.23
27102 - Guard II	15.38
27131 - Police Officer I	15.75
27132 - Police Officer II	17.50
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.14
28042 - Carnival Equipment Repairer	12.75
28043 - Carnival Equipment Worker	9.60
28210 - Gate Attendant/Gate Tender	14.28
28310 - Lifeguard	12.19

28350 - Park Attendant (Aide)	15.97
28510 - Recreation Aide/Health Facility Attendant	11.66
28515 - Recreation Specialist	19.61
28630 - Sports Official	12.72
28690 - Swimming Pool Operator	17.32
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.56
29020 - Hatch Tender	19.81
29030 - Line Handler	19.81
29041 - Stevedore I	19.70
29042 - Stevedore II	21.36
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.91
30022 - Archeological Technician II	20.08
30023 - Archeological Technician III	24.82
30030 - Cartographic Technician	26.10
30040 - Civil Engineering Technician	18.35
30061 - Drafter/CAD Operator I	18.63
30062 - Drafter/CAD Operator II	21.06
30063 - Drafter/CAD Operator III	23.45
30064 - Drafter/CAD Operator IV	28.86
30081 - Engineering Technician I	16.25
30082 - Engineering Technician II	18.24
30083 - Engineering Technician III	20.44
30084 - Engineering Technician IV	25.28
30085 - Engineering Technician V	31.68
30086 - Engineering Technician VI	37.41
30090 - Environmental Technician	23.70
30210 - Laboratory Technician	18.70
30240 - Mathematical Technician	25.12
30361 - Paralegal/Legal Assistant I	15.77
30362 - Paralegal/Legal Assistant II	19.54
30363 - Paralegal/Legal Assistant III	23.91
30364 - Paralegal/Legal Assistant IV	28.92
30390 - Photo-Optics Technician	25.12
30461 - Technical Writer I	24.33
30462 - Technical Writer II	27.26
30463 - Technical Writer III	32.98
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.45
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.12
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.59
31030 - Bus Driver	14.48
31043 - Driver Courier	12.79
31260 - Parking and Lot Attendant	8.66
31290 - Shuttle Bus Driver	13.37
31310 - Taxi Driver	10.09
31361 - Truckdriver, Light	13.37
31362 - Truckdriver, Medium	15.35
31363 - Truckdriver, Heavy	18.33
31364 - Truckdriver, Tractor-Trailer	18.33
99000 - Miscellaneous Occupations	

99030 - Cashier	8.64
99050 - Desk Clerk	9.43
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	13.56
99252 - Laboratory Animal Caretaker II	13.95
99310 - Mortician	22.74
99410 - Pest Controller	12.79
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	14.77
99711 - Recycling Specialist	16.34
99730 - Refuse Collector	13.46
99810 - Sales Clerk	11.54
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	16.49
99831 - Surveying Aide	10.91
99832 - Surveying Technician	14.98
99840 - Vending Machine Attendant	13.25
99841 - Vending Machine Repairer	15.07
99842 - Vending Machine Repairer Helper	12.35

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 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 contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

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

determination.

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

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

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

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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