

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 162	
2. CONTRACT (Proc. Inst. Ident.) NO. NRC-HQ-40-15-E-0004				3. EFFECTIVE DATE 04/27/2015		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ZEROREQ-ADM-15-0056	
5. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001		CODE NRCHQ		6. ADMINISTERED BY (If other than Item 5)		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)  NAVAR INC INFANTRY RIDGE ROAD MANASSAS VA 20109-2316				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
CODE 004838468		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
11. SHIP TO/MARK FOR CODE		12. PAYMENT WILL BE MADE BY US NUCLEAR REGULATORY COMMISSION ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A NRCPAYMENTSNRCGOV ROCKVILLE MD 20852-2738		CODE NRCPAYMENTS			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$20,000,000.00	
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER KALA SHANKAR			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY <u>Kala Shankar</u> (Signature of the Contracting Officer)		04/27/2015	

NSN 7540-01-152-8069  
PREVIOUS EDITION IS UNUSABLE

STANDARD FORM 26 (Rev. 4-85)  
Prescribed by GSA  
FAR (48 CFR) 53.214(a)

**SUNSI REVIEW COMPLETE**

**TEMPLATE - ADM001**

**MAY 07 2015**

**ADM002**

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 162	
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	H	SPECIAL CONTRACT REQUIREMENTS					

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

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19B. NAME OF CONTRACTOR  BY <u>[Signature]</u> (Signature of person authorized to sign)		20A. NAME OF CONTRACTING OFFICER KALA SHANKAR  20B. UNITED STATES OF AMERICA  BY _____ (Signature of the Contracting Officer)	
19C. DATE SIGNED  4/27/15		20C. DATE SIGNED	

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR

NAVAR INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>SMALL BUSINESS ADMINISTRATION SBA Requirement No.: 1013/15/501474 NRC COR: Catherine Blakeney, catherine.blakeney@nrc.gov; 301-415-1491 Contractor POC: Joseph Hunt, jhunt@navaranc.com, 703-686-2292.</p> <p>The contractor shall provide enterprise-wide onsite (at NRC) nonpersonal clerical, secretarial, and or administrative support services, in accordance with the Statement of Work, and the terms and conditions specified herein.</p> <p>The contract type for this requirement is Indefinite-Delivery Indefinite-Quantity (IDIQ) with task orders that utilize the labor-hour contract type.</p> <p>The period of performance is five years, including one base year and four-one year option periods. Period of Performance: 4/22/2015 to 4/21/2016</p>				
00001	Base Period - Labor and Travel Line Item Ceiling\$0.00				
10001	Option Period 1 Amount: \$4,000,000.00 (Option Line Item) Anticipated Exercise Date04/21/2016 Line Item Ceiling\$0.00				0.00
20001	Option Period 2 Amount: \$4,000,000.00 (Option Line Item) Anticipated Exercise Date04/21/2017 Line Item Ceiling\$0.00				0.00
30001	Option Period 3 Amount: \$4,000,000.00 (Option Line Item) Anticipated Exercise Date04/21/2018 Line Item Ceiling\$0.00				0.00
40001	Option Period 4 Amount: \$4,000,000.00 (Option Line Item) Anticipated Exercise Date04/21/2019 Line Item Ceiling\$0.00				0.00
	The obligated amount of award: \$0.00. The total for this award is shown in box 15G.				

## SECTION A - Solicitation/Contract Form

### 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS ALTERNATE I (MAY 2014)

(a) *Inspection/Acceptance.*

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or



correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*.

- (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—
  - (i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.
  - (ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—
    - (A) Performed by the contractor;
    - (B) Performed by the subcontractors; or
    - (C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.
  - (iii) *Materials* means—
    - (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;
    - (B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
    - (C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);
    - (D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and
    - (E) Indirect costs specifically provided for in this clause.
  - (iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including

transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments.*

(1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that

verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such

costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]*

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *[Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'").]*

- (2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

- (3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
- (i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;
  - (ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—
    - (A) The original timecards (paper-based or electronic);
    - (B) The Contractor's timekeeping procedures;
    - (C) Contractor records that show the distribution of labor between jobs or contracts; and
    - (D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
  - (iii) For material and subcontract costs that are reimbursed on the basis of actual cost—
    - (A) Any invoices or subcontract agreements substantiating material costs; and
    - (B) Any documents supporting payment of those invoices.
- (5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any

such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
    - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
    - (B) Affected contract number and delivery order number, if applicable;
    - (C) Affected contract line item or subline item, if applicable; and
    - (D) Contractor point of contact.
  - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
  - (iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by 33.211 if—
    - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
    - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
    - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).



- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
  - (v) Amounts shall be due at the earliest of the following dates:
    - (A) The date fixed under this contract.
    - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
  - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
    - (A) The date on which the designated office receives payment from the Contractor;
    - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
    - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
  - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
  - (viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
- (i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
  - (ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of

performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

- (iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in

the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) The schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other

Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) The clause at 52.212-5; (4) Addenda to this solicitation or contract, including any license agreements for computer software; (5) Solicitation provisions if this is a solicitation; (6) Other paragraphs of this clause; (7) The Standard Form 1449; (8) Other documents, exhibits, and attachments; and (9) The specification.

(t) *System for Award Management (SAM)* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

#### **52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (MAR 2015)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that

the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

X (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

☐ (10) (Reserved)

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) (Reserved)

X (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)

(15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☐ (iv) Alternate III (OCT 2014) of 52.219-9.

X (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

X (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor-Cooperation with Authorities and

Remedies (JAN 2014) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (28) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

□ (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

□ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

□ (ii) *Alternate I* (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

□ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) *Alternate I* (JUN 2014) of 52.223-13.

□ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) *Alternate I* (JUN 2014) of 52.223-14.

□ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

□ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal



Computer Products (JUN 2014) (E.O.s 13423 and 13514).

□(ii) Alternate I (JUN 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

□ (41) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

□ (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

□ (ii) Alternate I (MAY 2014) of 52.225-3.

□ (iii) Alternate II (MAY 2014) of 52.225-3.

□ (iv) Alternate III (MAY 2014) of 52.225-3.

□ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

□ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

□ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

□ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

□ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

□ (49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

□ (51) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (53) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

X (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) \_\_ (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_ (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

## **SECTION B - Supplies or Services/Prices**

### **NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION**

(a) The title of this project is: Enterprise-wide Onsite Clerical, Secretarial and Administrative Assistant Support Services

(b) Summary work description: The purpose of this contract is to establish an efficient mechanism to acquire nonpersonal clerical, secretarial, and/or administrative support services for NRC offices at any NRC location on an as-needed basis.

(End of Clause)

### **NRCB044 CONSIDERATION AND OBLIGATION—INDEFINITE-QUANTITY CONTRACT**

(a) The maximum value for the products/services under this contract is \$20,000,000.00.

(b) The Contracting Officer will obligate funds on each task order issued.

(c) The minimum guarantee under this contract is \$100,000.00. The minimum guarantee will be obligated on Task Order 1 at the same time the IDIQ contract is awarded.

(d) The obligated amount on this IDIQ contract is \$0.

(e) A total estimated price will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of FAR 52.232-20 - Limitation of Cost for fully-funded task orders and FAR 52.232-22 - Limitation of Funds for incrementally-funded task orders, issued hereunder.

(End of Clause)

See Attachment 2: Price/Cost Schedule.

## **SECTION C - Description/Specifications**

See Attachment 1: Statement of Work.

## **SECTION D - Packaging and Marking**

### **NRCD020 BRANDING**

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Administration, under Contract/order number NRC-HQ-40-15-E-0002.

(End of Clause)

### **NRCD010 PACKAGING AND MARKING**

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: N/A.

(End of Clause)



## **SECTION E - Inspection and Acceptance**

### **NRCE010 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)**

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

Contract Deliverables:

To be specified at the task order level.

(End of Clause)

## **SECTION F - Deliveries or Performance**

### **NRCF030D PERIOD OF PERFORMANCE ALTERNATE IV**

The ordering period for this contract shall commence on April 27, 2015 and will expire on April 21, 2016. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional four one year option periods.

Base Period:	April 27, 2015 – April 21, 2016
Option Period 1:	April 22, 2016 – April 21, 2017
Option Period 2:	April 22, 2017 – April 21, 2018
Option Period 3:	April 22, 2018 – April 21, 2019
Option Period 4:	April 22, 2019 – April 21, 2020

(End of Clause)

### **NRCF010 PLACE OF DELIVERY-REPORTS**

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

Electronic copies to:  
Contracting Officer's Representative (COR)

(End of Clause)

## **SECTION G - Contract Administration Data**

### **NRCG030 ELECTRONIC PAYMENT (SEP 2014)**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds-Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal – Continuation Sheet." The preferred method of submitting invoices is electronically to: [NRCPayments@nrc.gov](mailto:NRCPayments@nrc.gov).

(End of Clause)

### **ORDERING PROCEDURES**

(a) The CO will issue a task order for each NRC office or region that requires services under this contract. Funds will be obligated under the Task Orders. The CO is the only individual who can legally obligate funds and commit the NRC. However, the Government is obligated only to the extent of authorized Task Orders awarded under this contract.

(b) Task Orders will be placed against this Contract by the CO via e-mail or Electronic Data Interchange (EDI) format. Call Orders will be placed against Task Orders by the Task Order COR, IDIQ COR or CO via e-mail, Electronic Data Interchange (EDI), FAX, or in hardcopy format.

(c) All task orders shall be prepared in accordance with FAR 16.505.

(End of Clause)

## SECTION H - Special Contract Requirements

### NRC ACQUISITION REGULATION (NRCAR) PROVISIONS AND CLAUSES (AUG 2011)

#### REGISTRATION IN FEDCONNECT® (JULY 2014)

The Nuclear Regulatory Commission (NRC) uses Compusearch Software Systems' secure and auditable two-way web portal, *FedConnect®*, to communicate with vendors and contractors. *FedConnect®* provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Therefore, in order to do business with the NRC, vendors and contractors must register to use *FedConnect®* at <https://www.fedconnect.net/FedConnect>. The individual registering in *FedConnect®* must have authority to bind the vendor/contractor. **There is no charge for using *FedConnect®*.** Assistance with *FedConnect®* is provided by Compusearch Software Systems, not the NRC. *FedConnect®* contact and assistance information is provided on the *FedConnect®* web site at <https://www.fedconnect.net/FedConnect>.

(End of Clause)

#### 2052.204-70 SECURITY (OCT 1999)

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract upon completion or termination of this contract.

(1) The contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained if the retention is:

- (i) Required after the completion or termination of the contract; and
- (ii) Approved by the contracting officer.

(2) The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if

known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or in part, to any other person or organization except as necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in Section I of this document.

(e) Definition of National Security Information. As used in this clause, the term National Security Information means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. As used in this clause, the term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category under to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. As used in this clause the term Formerly Restricted Data means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Security clearance personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(i) Criminal liabilities. Disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(j) Subcontracts and purchase orders. Except as otherwise authorized, in writing, by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(k) In performing contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

(End of Clause)

#### **2052.204-71 SITE ACCESS BADGE REQUIREMENTS. (JAN 1993)**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The COR shall assist the contractor in obtaining the badges for contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel shall have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

(End of Clause)

#### **2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)**

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include



this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

(End of Clause)

#### **2052.215-70 KEY PERSONNEL. (JAN 1993)**

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:

Joann Sturdivant-Lyles, Project Manager

\*The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting

officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the COR shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

(End of Clause)

\* To be incorporated into any resultant contract

**2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY. (OCT 1999)**

(a) The contracting officer's authorized representative hereinafter referred to as the contracting officer's representative (COR) for this contract is:

Name: Catherine Blakeney  
Address: U.S. Nuclear Regulatory Commission  
Mail Stop: 2A13  
Washington, DC 20555  
Catherine.Blakeney@nrc.gov  
Telephone Number: 301-415-1491

(b) Performance of the work under this contract is subject to the technical direction of the NRC COR. The term technical direction is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approve technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The COR does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the COR or must be confirmed by the COR in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the COR's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the COR is within one of the categories defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request that contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the COR may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect to the instruction or direction is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the COR shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(End of Clause)

#### **2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT. (OCT 1999)**

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC COR before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

(c) The contractor will be reimbursed only for travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, must be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

(End of Clause)

#### **2052.216-72 TASK ORDER PROCEDURES. (OCT 1999)**

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

(End of Clause)

#### **2052.216-73 ACCELERATED TASK ORDER PROCEDURES. (JAN 1993)**

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task

order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

(End of Clause)

#### **NRCH490 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS**

(a) All offerors will receive preaward and postaward notices in accordance with FAR 15.503.

(b) It is also brought to your attention that the contracting officer is the only individual who can legally obligate funds or commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give formal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal unauthorized commitments, which do not obligate the NRC and do not entitle the contractor to payment, may include:

- (1) Encouraging a potential contractor to incur costs prior to receiving a contract;
- (2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;
- (3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and
- (4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

(End of Clause)

#### **NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS**

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

(End of Clause)

#### **NRCH470 GREEN PURCHASING (SEP 2013)**

(a) In furtherance of the sustainable acquisition goals included in Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," products and services acquired under this contract/order shall be energy-efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, recycled content, and non-toxic or less toxic alternatives, to the maximum extent practicable in meeting NRC contractual requirements.

(b) See NRC's Green Purchasing Plan (GPP) at: <http://pbadupws.nrc.gov/docs/ML1219/ML1219A130.pdf> and the General Service Administration's (GSA) Green Procurement Compilation at: <http://www.gsa.gov/portal/content/198257>.

(c) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

(End of Clause)

#### **NRCH440 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII)**

In accordance with the Office of Management and Budget's guidance to Federal agencies and the Nuclear Regulatory Commission's (NRC) implementing policy and procedures, a contractor (including subcontractors and contractor employees), who performs work on behalf of the NRC, is responsible for protecting, from unauthorized access or disclosure, personally identifiable information (PII) that may be provided, developed, maintained, collected, used, or disseminated, whether in paper, electronic, or other format, during performance of this contract.

A contractor who has access to NRC owned or controlled PII, whether provided to the contractor by the NRC or developed, maintained, collected, used, or disseminated by the contractor during the course of contract performance, must comply with the following requirements:

(1) General. In addition to implementing the specific requirements set forth in this clause, the contractor must adhere to all other applicable NRC guidance, policy and requirements for the handling and protection of NRC owned or controlled PII. The contractor is responsible for making sure that it has an adequate understanding of such guidance, policy and requirements.

(2) Use, Ownership, and Nondisclosure. A contractor may use NRC owned or controlled PII solely for purposes of this contract, and may not collect or use such PII for any purpose outside the contract without the prior written approval of the NRC Contracting Officer. The contractor must restrict access to such information to only those contractor employees who need the information to perform work under this contract, and must ensure that each such contractor employee (including subcontractors' employees) signs a nondisclosure agreement, in a form suitable to the NRC Contracting Officer, prior to being granted access to the information. The NRC retains sole ownership and rights to its PII. Unless the contract states otherwise, upon completion of the contract, the contractor must turn over all PII in its possession to the NRC, and must

certify in writing that it has not retained any NRC owned or controlled PII except as otherwise authorized in writing by the NRC Contracting Officer.

(3) Security Plan. When applicable, and unless waived in writing by the NRC Contracting Officer, the contractor must work with the NRC to develop and implement a security plan setting forth adequate procedures for the protection of NRC owned or controlled PII as well as the procedures which the contractor must follow for notifying the NRC in the event of any security breach. The plan will be incorporated into the contract and must be implemented and followed by the contractor once it has been approved by the NRC Contracting Officer. If the contract does not include a security plan at the time of contract award, a plan must be submitted for the approval of the NRC Contracting Officer within 30 days after contract award.

(4) Breach Notification. The contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR) upon discovery of any suspected or confirmed breach in the security of NRC owned or controlled PII.

(5) Legal Demands for Information. If a legal demand is made for NRC owned or controlled PII (such as by subpoena), the contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR). After notification, the NRC will determine whether and to what extent to comply with the legal demand. The Contracting Officer will then notify the contractor in writing of the determination and such notice will indicate the extent of disclosure authorized, if any. The contractor may only release the information specifically demanded with the written permission of the NRC Contracting Officer.

(6) Audits. The NRC may audit the contractor's compliance with the requirements of this clause, including through the use of online compliance software.

(7) Flow-down. The prime contractor will flow this clause down to subcontractors that would be covered by any portion of this clause, as if they were the prime contractor.

(8) Remedies:

(a) The contractor is responsible for implementing and maintaining adequate security controls to prevent the loss of control or unauthorized disclosure of NRC owned or controlled PII in its possession. Furthermore, the contractor is responsible for reporting any known or suspected loss of control or unauthorized access to PII to the NRC in accordance with the provisions set forth in Article 4 above.

(b) Should the contractor fail to meet its responsibilities under this clause, the NRC reserves the right to take appropriate steps to mitigate the contractor's violation of this clause. This may include, at the sole discretion of the NRC, termination of the subject contract.

(9) Indemnification. Notwithstanding any other remedies available to the NRC, the contractor will indemnify the NRC against all liability (including costs and fees) for any damages arising out of violations of this clause.

(End of Clause)



**NRCH430 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (OCT 2014)**

All contractor employees, subcontractor employees, applicants, and consultants proposed for performance or performing under this contract shall be subject to pre-assignment, random, reasonable suspicion, and post-accident drug testing applicable to: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, applicants, and consultants who are subject to testing under this clause. The consequences of refusing to undergo drug testing or a refusal to cooperate in such testing, including not appearing at the scheduled appointment time, will result in the Agency's refusal of the contractor employee to work under any NRC contract. Any NRC contractor employee found to be using, distributing or possessing illegal drugs, or any contractor employee who fails to receive a verified negative drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed, positive drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at:  
<http://www.nrc.gov/reading-rm/foia/privacy-systems.html>

(End of Clause)

**NRCH420 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (SEP 2013)**

Prior to occupying any Government provided space at NRC Headquarters in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the NRC Contracting Officer's Representative (COR), from the Chief, Space Design Branch, Office of Administration. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer.

(1) Rental charge for the space occupied will be deducted from the invoice amount due the Contractor

(2) Removal from the space occupied

(3) Contract Termination

(End of Clause)

#### **NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES**

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

(End of Clause)

#### **NRCH390 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2011)**

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online annual, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year, within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access

to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC IT equipment and/or services, and/or take other appropriate contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

#### **NRCH370 SAFETY OF ON-SITE CONTRACTOR PERSONNEL**

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf>. The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC Contracting Officer's Representative (COR) shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Contracting Officer's Representative (COR) also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

(End of Clause)

#### **NRCH340 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility

verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

### **NRCH330 RULES OF BEHAVIOR FOR AUTHORIZED COMPUTER USE**

In accordance with Appendix III, "Security of Federal Automated Information Resources," to Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources," NRC has established rules of behavior for individual users who access all IT computing resources maintained and operated by the NRC or on behalf of the NRC. In response to the direction from OMB, NRC has issued the "Agency-wide Rules of Behavior for Authorized Computer Use" policy, hereafter referred to as the rules of behavior. The rules of behavior for authorized computer use will be provided to NRC computer users, including contractor personnel, as part of the annual computer security awareness course.

The rules of behavior apply to all NRC employees, contractors, vendors, and agents (users) who have access to any system operated by the NRC or by a contractor or outside entity on behalf of the NRC. This policy does not apply to licensees. The next revision of Management Directive 12.5, "NRC Automated Information Security Program," will include this policy. The rules of behavior can be viewed at <http://www.internal.nrc.gov/CSO/documents/ROB.pdf> or use NRC's external Web-based ADAMS at <http://wba.nrc.gov:8080/ves/> (Under Advanced Search, type ML082190730 in the Query box).

The rules of behavior are effective immediately upon acknowledgement of them by the person who is informed of the requirements contained in those rules of behavior. All current contractor users are required to review and acknowledge the rules of behavior as part of the annual computer security awareness course completion. All new NRC contractor personnel will be required to acknowledge the rules of behavior within one week of commencing work under this contract and then acknowledge as current users thereafter. The acknowledgement statement can be viewed at [http://www.internal.nrc.gov/CSO/documents/ROB\\_Ack.pdf](http://www.internal.nrc.gov/CSO/documents/ROB_Ack.pdf) or use NRC's external Web-based ADAMS at <http://wba.nrc.gov:8080/ves/> (Under Advanced Search, type ML082190730 in the Query box).

The NRC Computer Security Office will review and update the rules of behavior annually beginning in FY 2011 by December 31st of each year. Contractors shall ensure that their personnel to which this requirement applies acknowledge the rules of behavior before beginning contract performance and, if the period of performance for the contract lasts more than one year, annually thereafter. Training on the meaning and purpose of the rules of behavior can be provided for contractors upon written request to the NRC Contracting Officer's Representative (COR).

The contractor shall flow down this clause into all subcontracts and other agreements

that relate to performance of this contract/order if such subcontracts/agreements will authorize access to NRC electronic and information technology (EIT) as that term is defined in FAR 2.101.

(End of Clause)

### **NRCH310 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS**

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared *[Insert time for annual evaluation here]*. Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

(End of Clause)

### **NRCH070 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY**

(a) The NRC will provide the contractor with the following items for use under this contract:

1. **Facilities:** The Government will provide the necessary workspace for the contractor staff to provide the support outlined in the SOW to include desk space, telephones, computers, and other items necessary to maintain an office

environment.

2. **Supplies:** The Government will provide standard office supplies, such as paper, paper clips, folders, etc.
3. **Equipment:** The Government will provide access to scanners, fax machines, and printers.

Include an asterisk (\*) if the item also applies to paragraph (b) below.

(b) The equipment/property listed below is hereby transferred from contract/agreement number: N/A, to contract/agreement number: N/A.

N/A

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Office of Administration.

(d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

(End of Clause)

#### **NRCH030 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (SEP 2013)**

The contractor must identify all individuals selected to work under this contract. The NRC Contracting Officer's Representative (COR) shall make the final determination of the level, if any, of IT access approval required for all individuals working under this contract/order using the following guidance. The Government shall have full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for contractor personnel performing work under this contract/order.

The contractor shall conduct a preliminary security interview or review for each employee requiring IT level I or II access and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT access approval for which the employee has been proposed. The contractor shall pre-screen its applicants for the following:

- (a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years;

(d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the employee verify the pre-screening record or review, sign and date it. The contractor shall supply two (2) copies of the signed contractor's pre-screening record or review to the NRC Contracting Officer's Representative (COR), who will then provide them to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch with the employee's completed IT access application package.

The contractor shall further ensure that its personnel complete all IT access approval security applications required by this clause within fourteen (14) calendar days of notification by the NRC Contracting Officer's Representative (COR) of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access approval applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's IT systems/data) is a requirement of this contract/order. Failure of the contractor to comply with this requirement may be a basis to terminate the contract/order for cause, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor.

#### SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract/order will involve contractor personnel who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary IT access may be approved by DFS/PSB based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable review or adjudication of a completed background investigation. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor shall assign another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When an

individual receives final IT access approval from DFS/PSB, the individual will be subject to a reinvestigation every ten (10) years thereafter (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the individual being authorized to perform work under this contract/order requiring access to sensitive information technology systems or data. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level I access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor individual may be denied access to NRC facilities and sensitive information technology systems or data until a final determination is made by DFS/PSB and thereafter communicated to the contractor by the NRC Contracting Officer's Representative (COR) regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 and SF-86 which furnishes the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

## SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract/order will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary access may be approved by DFS/PSB based on a favorable review of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable adjudication. However, temporary access authorization approval will be revoked and the contractor employee may subsequently be denied IT access in the event the employee's



investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor is responsible for assigning another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When a contractor employee receives final IT access approval from DFS/PSB, the individual will be subject to a review or reinvestigation every ten (10) years (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the contractor employee being authorized to perform work under this contract/order. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level II access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor employee may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made by DFS/PSB regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187, SF-86, and contractor's record of the pre-screening which furnishes the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

#### CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) by telephone so that the access review may be promptly discontinued. The notification shall contain the full name of the contractor employee and the date of the request. Telephone notifications must be promptly confirmed by the contractor in writing to the NRC Contracting Officer's Representative (COR), who will forward the confirmation to DFS/PSB. Additionally, the contractor shall immediately notify the NRC Contracting

Officer's Representative (COR) in writing, who will in turn notify DFS/PSB, when a contractor employee no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of a contractor employee who has been approved for or is being processed for IT access.

The contractor shall flow the requirements of this clause down into all subcontracts and agreements with consultants for work that requires them to access NRC IT resources.

(End of Clause)

#### **NRCH020 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (SEP 2013)**

The Contractor shall ensure that all its employees, subcontractor employees or consultants who are assigned to perform the work herein for contract performance for periods of more than 30 calendar days at NRC facilities, are approved by the NRC for unescorted NRC building access.

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employees, subcontractor employees, and consultants and submit to the NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The Contractor shall pre-screen its applicants for the following:

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two (2) copies of the pre-screening signed record or review shall be supplied to the Division of Facilities and Security, Personnel Security Branch (DFS/PSB) with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all building access security applications required by this clause within fourteen (14) calendar days of notification by DFS/PSB of initiation of the application process. Timely receipt of properly completed records of the Contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of access authorization necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by DFS/PSB. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the Contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of DFS/PSB. When an individual receives final access, the individual will be subject to a review or reinvestigation every five (5) or ten (10) years, depending on their job responsibilities at the NRC.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor representative an acceptable OPM Standard Form 85 (Questionnaire for Non-Sensitive Positions), and two (2) FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than five (5) years residency in the U.S. will not be approved for building access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB.

DFS/PSB may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Standard Form 85 and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that DFS/PSB are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The Contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

#### CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

The Contractor shall immediately notify the COR when a Contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The COR will immediately notify DFS/PSB (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to

the COR for return to DFS/FSB (Facilities Security Branch) within three (3) days after their termination.

(End of Clause)

#### **NRCH010 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS - SERVICE CONTRACT ACT**

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under the U.S. Department of Labor Wage Determination attached to the contract.

(End of Clause)

#### **NRCH055 COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL (AUG 2011) (Alternate I) (AUG 2011)**

(a) NRC facilities may not be available due to (1) designated federal holiday, any other day designated by federal statute, Executive Order, or by Presidential Proclamation; (2) early dismissal of NRC employees during working hours (e.g., special holidays or emergency situations); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

(b) When NRC facilities are unavailable, the compensation and deduction policy stated below shall be followed for contractor employees performing work on-site at the NRC facility:

Reference the Statement of Work

(c) The contractor shall not charge the NRC for work performed by on-site contractor employees who were reassigned to perform other duties off site during the time the NRC facility was closed.

(d) On-site contractor staff shall be guided by the instructions given by a third party (e.g., Montgomery County personnel, in the case of a water emergency) in situations which pose an immediate health or safety threat to employees.

(e) The contractor's Project Director shall first consult the NRC Contracting Officer's Representative (COR) before releasing on-site personnel in situations which do not impose an immediate safety or health threat to employees (e.g., special holidays). That same day, the contractor must then alert the Contracting Officer of the NRC Contracting Officer's Representative's (COR) direction. The contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled.

(End of Clause)

## **SECTION I - Contract Clauses**

### **52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)**

### **52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)**

### **52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
  - (1) When no longer needed for contract performance.
  - (2) Upon completion of the Contractor employee's employment.
  - (3) Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

### **52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (JUL 2013)**

### **52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)**

### **52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (DEC 2014)**

### **52.216-18 ORDERING. (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered

by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through end of base period or exercised option period, whichever is later.

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

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

#### **52.216-19 ORDER LIMITATIONS. (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$4,000,000.00;

(2) Any order for a combination of items in excess of \$20,000,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

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

#### **52.216-22 INDEFINITE QUANTITY. (OCT 1995)**

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the

Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

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

#### **52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the ordering period of the contract.

#### **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

#### **52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS. (FEB 1990)**

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the

work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegate to the NRC the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the NRC shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the NRC.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the NRC Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

#### **52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS. (FEB 1990)**

(a) The Small Business Administration (SBA) has entered into Contract No. NRC-HQ-40-25-E-0002 with the NRC to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) NAVAR, Inc., hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. NRC-HQ-40-25-E-0002 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the NRC with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the NRC.

(4) That it will notify the NRC Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.



(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the NRC.

**52.219-17 SECTION 8(A) AWARD. (DEC 1996)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the NRC the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the NRC Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the NRC.

**52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)**

**52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond the minimum guarantee. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the

minimum guarantee, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)**

**52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)**

**52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**

**52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

**52.237-3 CONTINUITY OF SERVICES. (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to -

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on

the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<https://acquisition.gov/far/loadmainre.html>

(End of clause)

## **SECTION J - List of Documents, Exhibits and Other Attachments**

Attachment 1: Price/Cost Schedule

Attachment 2: Statement of Work

Attachment 3: NRC Form 187

Attachment 4: Service Contract Act Wage Determinations

Attachment 5: Billing Instructions for Labor-Hour and Time-and-Materials Type Contracts  
(MAY 2013)

# ATTACHMENT 1: PRICE/COST SCHEDULE

BASE PERIOD: APRIL 27, 2015 - APRIL 21, 2016

CLIN	Labor Category	Unit	Fixed Rate
Title	Location		
0001	Project Manager	Headquarters Complex in Rockville, Maryland	HR
0002	General Clerk I	Headquarters Complex in Rockville, Maryland	HR
0003	General Clerk I - Overtime	Headquarters Complex in Rockville, Maryland	HR
0004	General Clerk II	Headquarters Complex in Rockville, Maryland	HR
0005	General Clerk II - Overtime	Headquarters Complex in Rockville, Maryland	HR
0006	General Clerk III	Headquarters Complex in Rockville, Maryland	HR
0007	General Clerk III - Overtime	Headquarters Complex in Rockville, Maryland	HR
0008	Secretary I	Headquarters Complex in Rockville, Maryland	HR
0009	Secretary I Overtime	Headquarters Complex in Rockville, Maryland	HR
0010	Secretary II	Headquarters Complex in Rockville, Maryland	HR
0011	Secretary II Overtime	Headquarters Complex in Rockville, Maryland	HR
0012	Secretary III	Headquarters Complex in Rockville, Maryland	HR
0013	Secretary III Overtime	Headquarters Complex in Rockville, Maryland	HR
0014	Administrative Assistant	Headquarters Complex in Rockville, Maryland	HR
0015	Administrative Assistant Overtime	Headquarters Complex in Rockville, Maryland	HR
0016	General Clerk I	Region I Office in King of Prussia, Pennsylvania	HR
0017	General Clerk I - Overtime	Region I Office in King of Prussia, Pennsylvania	HR
0018	General Clerk II	Region I Office in King of Prussia, Pennsylvania	HR
0019	General Clerk II - Overtime	Region I Office in King of Prussia, Pennsylvania	HR
0020	General Clerk III	Region I Office in King of Prussia, Pennsylvania	HR
0021	General Clerk III - Overtime	Region I Office in King of Prussia, Pennsylvania	HR
0022	Secretary I	Region I Office in King of Prussia, Pennsylvania	HR
0023	Secretary I Overtime	Region I Office in King of Prussia, Pennsylvania	HR
0024	Secretary II	Region I Office in King of Prussia, Pennsylvania	HR
0025	Secretary II Overtime	Region I Office in King of Prussia, Pennsylvania	HR
0026	Secretary III	Region I Office in King of Prussia, Pennsylvania	HR
0027	Secretary III Overtime	Region I Office in King of Prussia, Pennsylvania	HR
0028	Administrative Assistant	Region I Office in King of Prussia, Pennsylvania	HR
0029	Administrative Assistant Overtime	Region I Office in King of Prussia, Pennsylvania	HR
0030	General Clerk I	Region II Office in Atlanta, Georgia	HR
0031	General Clerk I - Overtime	Region II Office in Atlanta, Georgia	HR
0032	General Clerk II	Region II Office in Atlanta, Georgia	HR
0033	General Clerk II - Overtime	Region II Office in Atlanta, Georgia	HR
0034	General Clerk III	Region II Office in Atlanta, Georgia	HR
0035	General Clerk III - Overtime	Region II Office in Atlanta, Georgia	HR
0036	Secretary I	Region II Office in Atlanta, Georgia	HR
0037	Secretary I Overtime	Region II Office in Atlanta, Georgia	HR
0038	Secretary II	Region II Office in Atlanta, Georgia	HR
0039	Secretary II Overtime	Region II Office in Atlanta, Georgia	HR
0040	Secretary III	Region II Office in Atlanta, Georgia	HR
0041	Secretary III Overtime	Region II Office in Atlanta, Georgia	HR
0042	Administrative Assistant	Region II Office in Atlanta, Georgia	HR
0043	Administrative Assistant Overtime	Region II Office in Atlanta, Georgia	HR
0044	General Clerk I	Region III Office in Lisle, Illinois	HR
0045	General Clerk I - Overtime	Region III Office in Lisle, Illinois	HR
0046	General Clerk II	Region III Office in Lisle, Illinois	HR
0047	General Clerk II - Overtime	Region III Office in Lisle, Illinois	HR
0048	General Clerk III	Region III Office in Lisle, Illinois	HR
0049	General Clerk III - Overtime	Region III Office in Lisle, Illinois	HR
0050	Secretary I	Region III Office in Lisle, Illinois	HR
0051	Secretary I Overtime	Region III Office in Lisle, Illinois	HR
0052	Secretary II	Region III Office in Lisle, Illinois	HR
0053	Secretary II Overtime	Region III Office in Lisle, Illinois	HR
0054	Secretary III	Region III Office in Lisle, Illinois	HR
0055	Secretary III Overtime	Region III Office in Lisle, Illinois	HR
0056	Administrative Assistant	Region III Office in Lisle, Illinois	HR
0057	Administrative Assistant Overtime	Region III Office in Lisle, Illinois	HR
0058	General Clerk I	Region IV Office in Arlington, Texas	HR

0059	General Clerk I - Overtime	Region IV Office in Arlington, Texas	HR	
0060	General Clerk II	Region IV Office in Arlington, Texas	HR	
0061	General Clerk II - Overtime	Region IV Office in Arlington, Texas	HR	
0062	General Clerk III	Region IV Office in Arlington, Texas	HR	
0063	General Clerk III - Overtime	Region IV Office in Arlington, Texas	HR	
0064	Secretary I	Region IV Office in Arlington, Texas	HR	
0065	Secretary I Overtime	Region IV Office in Arlington, Texas	HR	
0066	Secretary II	Region IV Office in Arlington, Texas	HR	
0067	Secretary II Overtime	Region IV Office in Arlington, Texas	HR	
0068	Secretary III	Region IV Office in Arlington, Texas	HR	
0069	Secretary III Overtime	Region IV Office in Arlington, Texas	HR	
0070	Administrative Assistant	Region IV Office in Arlington, Texas	HR	
0071	Administrative Assistant Overtime	Region IV Office in Arlington, Texas	HR	
0072	General Clerk I	NRC Technical Training Center in Chattanooga, Tennessee	HR	
0073	General Clerk I - Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
0074	General Clerk II	NRC Technical Training Center in Chattanooga, Tennessee	HR	
0075	General Clerk II - Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
0076	General Clerk III	NRC Technical Training Center in Chattanooga, Tennessee	HR	
0077	General Clerk III - Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
0078	Secretary I	NRC Technical Training Center in Chattanooga, Tennessee	HR	
0079	Secretary I Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
0080	Secretary II	NRC Technical Training Center in Chattanooga, Tennessee	HR	
0081	Secretary II Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
0082	Secretary III	NRC Technical Training Center in Chattanooga, Tennessee	HR	
0083	Secretary III Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
0084	Administrative Assistant	NRC Technical Training Center in Chattanooga, Tennessee	HR	
0085	Administrative Assistant Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
0086	Travel*	N/A	N/A	N/A
<b>Total Not-To-Exceed Ceiling for Base Period</b>				<b>\$4,000,000.00</b>

\*Note: Travel is a cost-reimbursement item. If Contractor travel is required, then the contractor would be reimbursed for travel costs in accordance with FAR 31.205-46, Travel costs. All travel requires advance written Government approval from the CO or contract COR.

OPTION PERIOD 1: APRIL 22, 2016 - APRIL 21, 2017

CLIN	Labor Category		Unit	Fixed Rate
	Title	Location		
1001	Project Manager	Headquarters Complex in Rockville, Maryland	HR	
1002	General Clerk I	Headquarters Complex in Rockville, Maryland	HR	
1003	General Clerk I - Overtime	Headquarters Complex in Rockville, Maryland	HR	
1004	General Clerk II	Headquarters Complex in Rockville, Maryland	HR	
1005	General Clerk II - Overtime	Headquarters Complex in Rockville, Maryland	HR	
1006	General Clerk III	Headquarters Complex in Rockville, Maryland	HR	
1007	General Clerk III - Overtime	Headquarters Complex in Rockville, Maryland	HR	
1008	Secretary I	Headquarters Complex in Rockville, Maryland	HR	
1009	Secretary I Overtime	Headquarters Complex in Rockville, Maryland	HR	
1010	Secretary II	Headquarters Complex in Rockville, Maryland	HR	
1011	Secretary II Overtime	Headquarters Complex in Rockville, Maryland	HR	
1012	Secretary III	Headquarters Complex in Rockville, Maryland	HR	
1013	Secretary III Overtime	Headquarters Complex in Rockville, Maryland	HR	
1014	Administrative Assistant	Headquarters Complex in Rockville, Maryland	HR	
1015	Administrative Assistant Overtime	Headquarters Complex in Rockville, Maryland	HR	
1016	General Clerk I	Region I Office in King of Prussia, Pennsylvania	HR	
1017	General Clerk I - Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
1018	General Clerk II	Region I Office in King of Prussia, Pennsylvania	HR	
1019	General Clerk II - Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
1020	General Clerk III	Region I Office in King of Prussia, Pennsylvania	HR	
1021	General Clerk III - Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
1022	Secretary I	Region I Office in King of Prussia, Pennsylvania	HR	
1023	Secretary I Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
1024	Secretary II	Region I Office in King of Prussia, Pennsylvania	HR	
1025	Secretary II Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
1026	Secretary III	Region I Office in King of Prussia, Pennsylvania	HR	
1027	Secretary III Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
1028	Administrative Assistant	Region I Office in King of Prussia, Pennsylvania	HR	
1029	Administrative Assistant Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
1030	General Clerk I	Region II Office in Atlanta, Georgia	HR	
1031	General Clerk I - Overtime	Region II Office in Atlanta, Georgia	HR	
1032	General Clerk II	Region II Office in Atlanta, Georgia	HR	
1033	General Clerk II - Overtime	Region II Office in Atlanta, Georgia	HR	
1034	General Clerk III	Region II Office in Atlanta, Georgia	HR	
1035	General Clerk III - Overtime	Region II Office in Atlanta, Georgia	HR	
1036	Secretary I	Region II Office in Atlanta, Georgia	HR	
1037	Secretary I Overtime	Region II Office in Atlanta, Georgia	HR	
1038	Secretary II	Region II Office in Atlanta, Georgia	HR	
1039	Secretary II Overtime	Region II Office in Atlanta, Georgia	HR	
1040	Secretary III	Region II Office in Atlanta, Georgia	HR	
1041	Secretary III Overtime	Region II Office in Atlanta, Georgia	HR	
1042	Administrative Assistant	Region II Office in Atlanta, Georgia	HR	
1043	Administrative Assistant Overtime	Region II Office in Atlanta, Georgia	HR	
1044	General Clerk I	Region III Office in Lisle, Illinois	HR	
1045	General Clerk I - Overtime	Region III Office in Lisle, Illinois	HR	
1046	General Clerk II	Region III Office in Lisle, Illinois	HR	
1047	General Clerk II - Overtime	Region III Office in Lisle, Illinois	HR	
1048	General Clerk III	Region III Office in Lisle, Illinois	HR	
1049	General Clerk III - Overtime	Region III Office in Lisle, Illinois	HR	
1050	Secretary I	Region III Office in Lisle, Illinois	HR	
1051	Secretary I Overtime	Region III Office in Lisle, Illinois	HR	
1052	Secretary II	Region III Office in Lisle, Illinois	HR	
1053	Secretary II Overtime	Region III Office in Lisle, Illinois	HR	
1054	Secretary III	Region III Office in Lisle, Illinois	HR	
1055	Secretary III Overtime	Region III Office in Lisle, Illinois	HR	
1056	Administrative Assistant	Region III Office in Lisle, Illinois	HR	
1057	Administrative Assistant Overtime	Region III Office in Lisle, Illinois	HR	
1058	General Clerk I	Region IV Office in Arlington, Texas	HR	
1059	General Clerk I - Overtime	Region IV Office in Arlington, Texas	HR	
1060	General Clerk II	Region IV Office in Arlington, Texas	HR	

1061	General Clerk II - Overtime	Region IV Office in Arlington, Texas	HR	
1062	General Clerk III	Region IV Office in Arlington, Texas	HR	
1063	General Clerk III - Overtime	Region IV Office in Arlington, Texas	HR	
1064	Secretary I	Region IV Office in Arlington, Texas	HR	
1065	Secretary I Overtime	Region IV Office in Arlington, Texas	HR	
1066	Secretary II	Region IV Office in Arlington, Texas	HR	
1067	Secretary II Overtime	Region IV Office in Arlington, Texas	HR	
1068	Secretary III	Region IV Office in Arlington, Texas	HR	
1069	Secretary III Overtime	Region IV Office in Arlington, Texas	HR	
1070	Administrative Assistant	Region IV Office in Arlington, Texas	HR	
1071	Administrative Assistant Overtime	Region IV Office in Arlington, Texas	HR	
1072	General Clerk I	NRC Technical Training Center in Chattanooga, Tennessee	HR	
1073	General Clerk I - Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
1074	General Clerk II	NRC Technical Training Center in Chattanooga, Tennessee	HR	
1075	General Clerk II - Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
1076	General Clerk III	NRC Technical Training Center in Chattanooga, Tennessee	HR	
1077	General Clerk III - Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
1078	Secretary I	NRC Technical Training Center in Chattanooga, Tennessee	HR	
1079	Secretary I Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
1080	Secretary II	NRC Technical Training Center in Chattanooga, Tennessee	HR	
1081	Secretary II Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
1082	Secretary III	NRC Technical Training Center in Chattanooga, Tennessee	HR	
1083	Secretary III Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
1084	Administrative Assistant	NRC Technical Training Center in Chattanooga, Tennessee	HR	
1085	Administrative Assistant Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
1086	Travel*	N/A	N/A	N/A
<b>Total Not-To-Exceed Ceiling for Option Period 1</b>				<b>\$4,000,000.00</b>

\*Note: Travel is a cost-reimbursement item. If Contractor travel is required, then the contractor would be reimbursed for travel costs in accordance with FAR 31.205-46, Travel costs. All travel requires advance written Government approval from the CO or contract COR.



OPTION PERIOD 2: APRIL 22, 2017 - APRIL 21, 2018

CLIN	Labor Category		Unit	Fixed Rate
	Title	Location		
2001	Project Manager	Headquarters Complex in Rockville, Maryland	HR	
2002	General Clerk I	Headquarters Complex in Rockville, Maryland	HR	
2003	General Clerk I - Overtime	Headquarters Complex in Rockville, Maryland	HR	
2004	General Clerk II	Headquarters Complex in Rockville, Maryland	HR	
2005	General Clerk II - Overtime	Headquarters Complex in Rockville, Maryland	HR	
2006	General Clerk III	Headquarters Complex in Rockville, Maryland	HR	
2007	General Clerk III - Overtime	Headquarters Complex in Rockville, Maryland	HR	
2008	Secretary I	Headquarters Complex in Rockville, Maryland	HR	
2009	Secretary I Overtime	Headquarters Complex in Rockville, Maryland	HR	
2010	Secretary II	Headquarters Complex in Rockville, Maryland	HR	
2011	Secretary II Overtime	Headquarters Complex in Rockville, Maryland	HR	
2012	Secretary III	Headquarters Complex in Rockville, Maryland	HR	
2013	Secretary III Overtime	Headquarters Complex in Rockville, Maryland	HR	
2014	Administrative Assistant	Headquarters Complex in Rockville, Maryland	HR	
2015	Administrative Assistant Overtime	Headquarters Complex in Rockville, Maryland	HR	
2016	General Clerk I	Region I Office in King of Prussia, Pennsylvania	HR	
2017	General Clerk I - Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
2018	General Clerk II	Region I Office in King of Prussia, Pennsylvania	HR	
2019	General Clerk II - Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
2020	General Clerk III	Region I Office in King of Prussia, Pennsylvania	HR	
2021	General Clerk III - Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
2022	Secretary I	Region I Office in King of Prussia, Pennsylvania	HR	
2023	Secretary I Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
2024	Secretary II	Region I Office in King of Prussia, Pennsylvania	HR	
2025	Secretary II Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
2026	Secretary III	Region I Office in King of Prussia, Pennsylvania	HR	
2027	Secretary III Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
2028	Administrative Assistant	Region I Office in King of Prussia, Pennsylvania	HR	
2029	Administrative Assistant Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
2030	General Clerk I	Region II Office in Atlanta, Georgia	HR	
2031	General Clerk I - Overtime	Region II Office in Atlanta, Georgia	HR	
2032	General Clerk II	Region II Office in Atlanta, Georgia	HR	
2033	General Clerk II - Overtime	Region II Office in Atlanta, Georgia	HR	
2034	General Clerk III	Region II Office in Atlanta, Georgia	HR	
2035	General Clerk III - Overtime	Region II Office in Atlanta, Georgia	HR	
2036	Secretary I	Region II Office in Atlanta, Georgia	HR	
2037	Secretary I Overtime	Region II Office in Atlanta, Georgia	HR	
2038	Secretary II	Region II Office in Atlanta, Georgia	HR	
2039	Secretary II Overtime	Region II Office in Atlanta, Georgia	HR	
2040	Secretary III	Region II Office in Atlanta, Georgia	HR	
2041	Secretary III Overtime	Region II Office in Atlanta, Georgia	HR	
2042	Administrative Assistant	Region II Office in Atlanta, Georgia	HR	
2043	Administrative Assistant Overtime	Region II Office in Atlanta, Georgia	HR	
2044	General Clerk I	Region III Office in Lisle, Illinois	HR	
2045	General Clerk I - Overtime	Region III Office in Lisle, Illinois	HR	
2046	General Clerk II	Region III Office in Lisle, Illinois	HR	
2047	General Clerk II - Overtime	Region III Office in Lisle, Illinois	HR	
2048	General Clerk III	Region III Office in Lisle, Illinois	HR	
2049	General Clerk III - Overtime	Region III Office in Lisle, Illinois	HR	
2050	Secretary I	Region III Office in Lisle, Illinois	HR	
2051	Secretary I Overtime	Region III Office in Lisle, Illinois	HR	
2052	Secretary II	Region III Office in Lisle, Illinois	HR	
2053	Secretary II Overtime	Region III Office in Lisle, Illinois	HR	
2054	Secretary III	Region III Office in Lisle, Illinois	HR	
2055	Secretary III Overtime	Region III Office in Lisle, Illinois	HR	
2056	Administrative Assistant	Region III Office in Lisle, Illinois	HR	
2057	Administrative Assistant Overtime	Region III Office in Lisle, Illinois	HR	
2058	General Clerk I	Region IV Office in Arlington, Texas	HR	
2059	General Clerk I - Overtime	Region IV Office in Arlington, Texas	HR	
2060	General Clerk II	Region IV Office in Arlington, Texas	HR	

2061	General Clerk II - Overtime	Region IV Office in Arlington, Texas	HR	
2062	General Clerk III	Region IV Office in Arlington, Texas	HR	
2063	General Clerk III - Overtime	Region IV Office in Arlington, Texas	HR	
2064	Secretary I	Region IV Office in Arlington, Texas	HR	
2065	Secretary I Overtime	Region IV Office in Arlington, Texas	HR	
2066	Secretary II	Region IV Office in Arlington, Texas	HR	
2067	Secretary II Overtime	Region IV Office in Arlington, Texas	HR	
2068	Secretary III	Region IV Office in Arlington, Texas	HR	
2069	Secretary III Overtime	Region IV Office in Arlington, Texas	HR	
2070	Administrative Assistant	Region IV Office in Arlington, Texas	HR	
2071	Administrative Assistant Overtime	Region IV Office in Arlington, Texas	HR	
2072	General Clerk I	NRC Technical Training Center in Chattanooga, Tennessee	HR	
2073	General Clerk I - Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
2074	General Clerk II	NRC Technical Training Center in Chattanooga, Tennessee	HR	
2075	General Clerk II - Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
2076	General Clerk III	NRC Technical Training Center in Chattanooga, Tennessee	HR	
2077	General Clerk III - Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
2078	Secretary I	NRC Technical Training Center in Chattanooga, Tennessee	HR	
2079	Secretary I Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
2080	Secretary II	NRC Technical Training Center in Chattanooga, Tennessee	HR	
2081	Secretary II Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
2082	Secretary III	NRC Technical Training Center in Chattanooga, Tennessee	HR	
2083	Secretary III Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
2084	Administrative Assistant	NRC Technical Training Center in Chattanooga, Tennessee	HR	
2085	Administrative Assistant Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
2086	Travel*	N/A	N/A	N/A
<b>Total Not-To-Exceed Ceiling for Option Period 2</b>				<b>\$4,000,000.00</b>

\*Note: Travel is a cost-reimbursement item. If Contractor travel is required, then the contractor would be reimbursed for travel costs in accordance with FAR 31.205-46, Travel costs. All travel requires advance written Government approval from the CO or contract COR.

OPTION PERIOD 3: APRIL 22, 2018 - APRIL 21, 2019

CLIN	Labor Category		Unit	Fixed Rate
	Title	Location		
3001	Project Manager	Headquarters Complex in Rockville, Maryland	HR	
3002	General Clerk I	Headquarters Complex in Rockville, Maryland	HR	
3003	General Clerk I - Overtime	Headquarters Complex in Rockville, Maryland	HR	
3004	General Clerk II	Headquarters Complex in Rockville, Maryland	HR	
3005	General Clerk II - Overtime	Headquarters Complex in Rockville, Maryland	HR	
3006	General Clerk III	Headquarters Complex in Rockville, Maryland	HR	
3007	General Clerk III - Overtime	Headquarters Complex in Rockville, Maryland	HR	
3008	Secretary I	Headquarters Complex in Rockville, Maryland	HR	
3009	Secretary I Overtime	Headquarters Complex in Rockville, Maryland	HR	
3010	Secretary II	Headquarters Complex in Rockville, Maryland	HR	
3011	Secretary II Overtime	Headquarters Complex in Rockville, Maryland	HR	
3012	Secretary III	Headquarters Complex in Rockville, Maryland	HR	
3013	Secretary III Overtime	Headquarters Complex in Rockville, Maryland	HR	
3014	Administrative Assistant	Headquarters Complex in Rockville, Maryland	HR	
3015	Administrative Assistant Overtime	Headquarters Complex in Rockville, Maryland	HR	
3016	General Clerk I	Region I Office in King of Prussia, Pennsylvania	HR	
3017	General Clerk I - Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
3018	General Clerk II	Region I Office in King of Prussia, Pennsylvania	HR	
3019	General Clerk II - Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
3020	General Clerk III	Region I Office in King of Prussia, Pennsylvania	HR	
3021	General Clerk III - Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
3022	Secretary I	Region I Office in King of Prussia, Pennsylvania	HR	
3023	Secretary I Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
3024	Secretary II	Region I Office in King of Prussia, Pennsylvania	HR	
3025	Secretary II Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
3026	Secretary III	Region I Office in King of Prussia, Pennsylvania	HR	
3027	Secretary III Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
3028	Administrative Assistant	Region I Office in King of Prussia, Pennsylvania	HR	
3029	Administrative Assistant Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
3030	General Clerk I	Region II Office in Atlanta, Georgia	HR	
3031	General Clerk I - Overtime	Region II Office in Atlanta, Georgia	HR	
3032	General Clerk II	Region II Office in Atlanta, Georgia	HR	
3033	General Clerk II - Overtime	Region II Office in Atlanta, Georgia	HR	
3034	General Clerk III	Region II Office in Atlanta, Georgia	HR	
3035	General Clerk III - Overtime	Region II Office in Atlanta, Georgia	HR	
3036	Secretary I	Region II Office in Atlanta, Georgia	HR	
3037	Secretary I Overtime	Region II Office in Atlanta, Georgia	HR	
3038	Secretary II	Region II Office in Atlanta, Georgia	HR	
3039	Secretary II Overtime	Region II Office in Atlanta, Georgia	HR	
3040	Secretary III	Region II Office in Atlanta, Georgia	HR	
3041	Secretary III Overtime	Region II Office in Atlanta, Georgia	HR	
3042	Administrative Assistant	Region II Office in Atlanta, Georgia	HR	
3043	Administrative Assistant Overtime	Region II Office in Atlanta, Georgia	HR	
3044	General Clerk I	Region III Office in Lisle, Illinois	HR	
3045	General Clerk I - Overtime	Region III Office in Lisle, Illinois	HR	
3046	General Clerk II	Region III Office in Lisle, Illinois	HR	
3047	General Clerk II - Overtime	Region III Office in Lisle, Illinois	HR	
3048	General Clerk III	Region III Office in Lisle, Illinois	HR	
3049	General Clerk III - Overtime	Region III Office in Lisle, Illinois	HR	
3050	Secretary I	Region III Office in Lisle, Illinois	HR	
3051	Secretary I Overtime	Region III Office in Lisle, Illinois	HR	
3052	Secretary II	Region III Office in Lisle, Illinois	HR	
3053	Secretary II Overtime	Region III Office in Lisle, Illinois	HR	
3054	Secretary III	Region III Office in Lisle, Illinois	HR	
3055	Secretary III Overtime	Region III Office in Lisle, Illinois	HR	
3056	Administrative Assistant	Region III Office in Lisle, Illinois	HR	
3057	Administrative Assistant Overtime	Region III Office in Lisle, Illinois	HR	
3058	General Clerk I	Region IV Office in Arlington, Texas	HR	
3059	General Clerk I - Overtime	Region IV Office in Arlington, Texas	HR	
3060	General Clerk II	Region IV Office in Arlington, Texas	HR	

3061	General Clerk II - Overtime	Region IV Office in Arlington, Texas	HR	
3062	General Clerk III	Region IV Office in Arlington, Texas	HR	
3063	General Clerk III - Overtime	Region IV Office in Arlington, Texas	HR	
3064	Secretary I	Region IV Office in Arlington, Texas	HR	
3065	Secretary I Overtime	Region IV Office in Arlington, Texas	HR	
3066	Secretary II	Region IV Office in Arlington, Texas	HR	
3067	Secretary II Overtime	Region IV Office in Arlington, Texas	HR	
3068	Secretary III	Region IV Office in Arlington, Texas	HR	
3069	Secretary III Overtime	Region IV Office in Arlington, Texas	HR	
3070	Administrative Assistant	Region IV Office in Arlington, Texas	HR	
3071	Administrative Assistant Overtime	Region IV Office in Arlington, Texas	HR	
3072	General Clerk I	NRC Technical Training Center in Chattanooga, Tennessee	HR	
3073	General Clerk I - Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
3074	General Clerk II	NRC Technical Training Center in Chattanooga, Tennessee	HR	
3075	General Clerk II - Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
3076	General Clerk III	NRC Technical Training Center in Chattanooga, Tennessee	HR	
3077	General Clerk III - Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
3078	Secretary I	NRC Technical Training Center in Chattanooga, Tennessee	HR	
3079	Secretary I Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
3080	Secretary II	NRC Technical Training Center in Chattanooga, Tennessee	HR	
3081	Secretary II Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
3082	Secretary III	NRC Technical Training Center in Chattanooga, Tennessee	HR	
3083	Secretary III Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
3084	Administrative Assistant	NRC Technical Training Center in Chattanooga, Tennessee	HR	
3085	Administrative Assistant Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
3086	Travel*	N/A	N/A	N/A
<b>Total Not-To-Exceed Ceiling for Option Period 3</b>				<b>\$4,000,000.00</b>

\*Note: Travel is a cost-reimbursement item. If Contractor travel is required, then the contractor would be reimbursed for travel costs in accordance with FAR 31.205-46, Travel costs. All travel requires advance written Government approval from the CO or contract COR.

OPTION PERIOD 4: APRIL 22, 2019 - APRIL 21, 2020

CLIN	Labor Category		Unit	Fixed Rate
	Title	Location		
4001	Project Manager	Headquarters Complex in Rockville, Maryland	HR	
4002	General Clerk I	Headquarters Complex in Rockville, Maryland	HR	
4003	General Clerk I - Overtime	Headquarters Complex in Rockville, Maryland	HR	
4004	General Clerk II	Headquarters Complex in Rockville, Maryland	HR	
4005	General Clerk II - Overtime	Headquarters Complex in Rockville, Maryland	HR	
4006	General Clerk III	Headquarters Complex in Rockville, Maryland	HR	
4007	General Clerk III - Overtime	Headquarters Complex in Rockville, Maryland	HR	
4008	Secretary I	Headquarters Complex in Rockville, Maryland	HR	
4009	Secretary I Overtime	Headquarters Complex in Rockville, Maryland	HR	
4010	Secretary II	Headquarters Complex in Rockville, Maryland	HR	
4011	Secretary II Overtime	Headquarters Complex in Rockville, Maryland	HR	
4012	Secretary III	Headquarters Complex in Rockville, Maryland	HR	
4013	Secretary III Overtime	Headquarters Complex in Rockville, Maryland	HR	
4014	Administrative Assistant	Headquarters Complex in Rockville, Maryland	HR	
4015	Administrative Assistant Overtime	Headquarters Complex in Rockville, Maryland	HR	
4016	General Clerk I	Region I Office in King of Prussia, Pennsylvania	HR	
4017	General Clerk I - Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
4018	General Clerk II	Region I Office in King of Prussia, Pennsylvania	HR	
4019	General Clerk II - Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
4020	General Clerk III	Region I Office in King of Prussia, Pennsylvania	HR	
4021	General Clerk III - Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
4022	Secretary I	Region I Office in King of Prussia, Pennsylvania	HR	
4023	Secretary I Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
4024	Secretary II	Region I Office in King of Prussia, Pennsylvania	HR	
4025	Secretary II Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
4026	Secretary III	Region I Office in King of Prussia, Pennsylvania	HR	
4027	Secretary III Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
4028	Administrative Assistant	Region I Office in King of Prussia, Pennsylvania	HR	
4029	Administrative Assistant Overtime	Region I Office in King of Prussia, Pennsylvania	HR	
4030	General Clerk I	Region II Office in Atlanta, Georgia	HR	
4031	General Clerk I - Overtime	Region II Office in Atlanta, Georgia	HR	
4032	General Clerk II	Region II Office in Atlanta, Georgia	HR	
4033	General Clerk II - Overtime	Region II Office in Atlanta, Georgia	HR	
4034	General Clerk III	Region II Office in Atlanta, Georgia	HR	
4035	General Clerk III - Overtime	Region II Office in Atlanta, Georgia	HR	
4036	Secretary I	Region II Office in Atlanta, Georgia	HR	
4037	Secretary I Overtime	Region II Office in Atlanta, Georgia	HR	
4038	Secretary II	Region II Office in Atlanta, Georgia	HR	
4039	Secretary II Overtime	Region II Office in Atlanta, Georgia	HR	
4040	Secretary III	Region II Office in Atlanta, Georgia	HR	
4041	Secretary III Overtime	Region II Office in Atlanta, Georgia	HR	
4042	Administrative Assistant	Region II Office in Atlanta, Georgia	HR	
4043	Administrative Assistant Overtime	Region II Office in Atlanta, Georgia	HR	
4044	General Clerk I	Region III Office in Lisle, Illinois	HR	
4045	General Clerk I - Overtime	Region III Office in Lisle, Illinois	HR	
4046	General Clerk II	Region III Office in Lisle, Illinois	HR	
4047	General Clerk II - Overtime	Region III Office in Lisle, Illinois	HR	
4048	General Clerk III	Region III Office in Lisle, Illinois	HR	
4049	General Clerk III - Overtime	Region III Office in Lisle, Illinois	HR	
4050	Secretary I	Region III Office in Lisle, Illinois	HR	
4051	Secretary I Overtime	Region III Office in Lisle, Illinois	HR	
4052	Secretary II	Region III Office in Lisle, Illinois	HR	
4053	Secretary II Overtime	Region III Office in Lisle, Illinois	HR	
4054	Secretary III	Region III Office in Lisle, Illinois	HR	
4055	Secretary III Overtime	Region III Office in Lisle, Illinois	HR	
4056	Administrative Assistant	Region III Office in Lisle, Illinois	HR	
4057	Administrative Assistant Overtime	Region III Office in Lisle, Illinois	HR	
4058	General Clerk I	Region IV Office in Arlington, Texas	HR	
4059	General Clerk I - Overtime	Region IV Office in Arlington, Texas	HR	
4060	General Clerk II	Region IV Office in Arlington, Texas	HR	

4061	General Clerk II - Overtime	Region IV Office in Arlington, Texas	HR	
4062	General Clerk III	Region IV Office in Arlington, Texas	HR	
4063	General Clerk III - Overtime	Region IV Office in Arlington, Texas	HR	
4064	Secretary I	Region IV Office in Arlington, Texas	HR	
4065	Secretary I Overtime	Region IV Office in Arlington, Texas	HR	
4066	Secretary II	Region IV Office in Arlington, Texas	HR	
4067	Secretary II Overtime	Region IV Office in Arlington, Texas	HR	
4068	Secretary III	Region IV Office in Arlington, Texas	HR	
4069	Secretary III Overtime	Region IV Office in Arlington, Texas	HR	
4070	Administrative Assistant	Region IV Office in Arlington, Texas	HR	
4071	Administrative Assistant Overtime	Region IV Office in Arlington, Texas	HR	
4072	General Clerk I	NRC Technical Training Center in Chattanooga, Tennessee	HR	
4073	General Clerk I - Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
4074	General Clerk II	NRC Technical Training Center in Chattanooga, Tennessee	HR	
4075	General Clerk II - Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
4076	General Clerk III	NRC Technical Training Center in Chattanooga, Tennessee	HR	
4077	General Clerk III - Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
4078	Secretary I	NRC Technical Training Center in Chattanooga, Tennessee	HR	
4079	Secretary I Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
4080	Secretary II	NRC Technical Training Center in Chattanooga, Tennessee	HR	
4081	Secretary II Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
4082	Secretary III	NRC Technical Training Center in Chattanooga, Tennessee	HR	
4083	Secretary III Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
4084	Administrative Assistant	NRC Technical Training Center in Chattanooga, Tennessee	HR	
4085	Administrative Assistant Overtime	NRC Technical Training Center in Chattanooga, Tennessee	HR	
4086	Travel*	N/A	N/A	N/A
<b>Total Not-To-Exceed Ceiling for Option Period 4</b>				<b>\$4,000,000.00</b>
<b>Total Not-To-Exceed Base and All Options Ceiling</b>				<b>\$20,000,000.00</b>

\*Note: Travel is a cost-reimbursement item. If Contractor travel is required, then the contractor would be reimbursed for travel costs in accordance with FAR 31.205-46, Travel costs. All travel requires advance written Government approval from the CO or contract COR.

# STATEMENT OF WORK ENTERPRISE-WIDE ONSITE CLERICAL, SECRETARIAL AND ADMINISTRATIVE ASSISTANT SUPPORT SERVICES

## C.1 INTRODUCTION:

The contractor shall provide all management, supervision, personnel necessary to perform the requirements of this contract and related task orders, except for those items specified as Government-furnished property and services.

## C.2 BACKGROUND:

The U.S. Nuclear Regulatory Commission (NRC) is a Federal agency with a total of approximately 3,600 staff that is located at several locations throughout the United States (see <http://www.nrc.gov/about-nrc/locations.html>.)

NRC requires a contract to acquire onsite (at NRC) nonpersonal clerical, secretarial, and/or administrative support services<sup>1</sup>, including but not limited to short term or temporary<sup>2</sup>

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<sup>1</sup> See Federal Acquisition Regulation (FAR) 37.101 definition of Nonpersonal services contract at [www.acquisition.gov/far](http://www.acquisition.gov/far). **This is not a personal services contract.** NRC does not have authority to acquire personal services as defined in FAR 2.101, Definitions. "Personal services contract" means a contract that, by its express terms or as administered, makes the contractor personnel appear to be, in effect, Government employees (see 37.104). The personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. Among the things that cannot be done, NRC TO CORs and other employees cannot provide gifts to, throw parties for, or solicit donations from contractor personnel.

<sup>2</sup> Short-term or temporary office support services are covered by Federal regulations that place additional restrictions on the Government's use of contractors to perform these services. Established Federal guidance on these situations and the prescribed Federal limitations can be found under 5 CFR, Part 300, Subpart E, Use of Private Sector Temporaries.

Regulations limit the types of situations that a Federal agency can use a contractor on a short-term basis instead of meeting the support need with other current Government employees or through the temporary appointment of a Government employee. In accordance with 5 CFR, situations where a contractor can be used to temporarily replace Government performance of daily administrative support include: (1) those instances where an agency must carry out work for a temporary period which cannot be delayed (in the judgment of the agency) because of a critical need, such as when a Government administrative employee has recently left the position (retired, resigned, transferred, promoted, etc.), the support is required during the interim period while the Government backfills the position, and the need cannot be readily met by appointing a temporary Government employee; (2) instances where the Government employee is absent for a temporary period because of his/her own personal need including emergencies, illnesses, maternity leave, family responsibilities, or mandatory jury duty, and the work must be performed during the period of the employee's absence, and the need can't be readily met by appointing a temporary Government employee. CFR Title 5 does not allow the use of contractors to provide short-term intermittent services during employee absences for vacations or other circumstances which are not considered to be compelling to the agency.

Under these conditions, Federal regulations require NRC to place the following limitations on the Contractor's performance of these types of short-term TOs:

A. The contractor cannot provide support for the same employee absence situation for more than a total of 120 workdays initially; however, if the need still exists after 120 workdays, the use of the contractor can be extended up to a maximum of 240 workdays within a 24-month period. The 24-month period begins on the first day of the performance period of the TO.

secretarial and/or administrative assistant support for any NRC location that may require those services.

### **C.3. PURPOSE:**

The purpose of this contract is to establish an efficient mechanism to acquire nonpersonal clerical, secretarial, and/or administrative support services for NRC offices at any NRC location on an as-needed basis.

### **C.4 SCOPE:**

As required by individually negotiated and awarded task orders, the contractor shall provide nonpersonal services for clerical, secretarial, and/or administrative support. The exact requirements and location for the required services will be specified in each task order that is negotiated between the parties and awarded by a NRC Contracting Officer (CO).

The contractor, including any consultants and/or subcontractors, shall be responsible for providing all management, supervision, recruitment, employment, insurance, and bonding for its personnel assigned to work under this contract. The contractor shall be responsible for all aspects of onboarding of contractor personnel at their intended locations, including but not limited to escorting personnel on Government premises, ensuring that the contractor personnel complete all required documentation and drug testing as may be required by NRC under this contract and related task orders.

Task orders will require the Contractor to provide the services of one or more of the following labor categories:

#### Project Manager

This position serves as the contractor's primary point of contact with NRC COs, the Contracting Officer's Representative (COR) and Task Order CORs. The Project Manager supervises all contractor personnel that are performing on task order(s) under this contract. The Project Manager interfaces with other contractor entities, as necessary, in order for the contractor to successfully perform all requirements of this contract and related task orders. The Project Manager's effort is directly billable to each task order based on amount of time spent supporting each task order. For effort supporting task orders under this contract, the Project Manager works within NRC facilities. It is possible in the initial phase of the contract the Project Manager might be required to work on a full-time basis.

#### 01111 General Clerk I

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B. The same contractor person may not provide support at the NRC location because of any employee absence situations, for more than a total of 120 workdays in a 24-month period. However, the NRC may grant an individual contractor person an exception which raises the limit to 240 workdays based on an agency determination of a significant need. The 120-day period for the individual contractor person would begin on the first day of his/her performance of services at the NRC location.



This position follows clearly detailed specific procedures in completing several repetitive clerical steps performed in a prescribed or slightly varied sequence, such as coding and filing documents in an extensive alphabetical file; could involve simple posting to individual accounts, opening mail, calculating and posting charges to departmental accounts, operating basic office equipment, e.g., photocopier, facsimile, multi-line phone/voicemail systems, mailing machines, and minimal computer programs. Little or no subject-matter knowledge is required, but the clerk uses his or her own judgment in choosing the proper procedure for each task.

### 01112 General Clerk II

This position requires familiarity with the terminology of the office unit. Selects appropriate methods from a wide variety of procedures or makes simple adaptations and interpretations of a limited number of substantive guides and manuals. The clerical steps often vary in type or sequence, depending on the task. Recognized problems are referred to others.

### 01113 General Clerk III

This position uses some subject-matter knowledge and judgment to complete assignments consisting of numerous steps varying in nature and sequence. Selects from alternative methods and refers problems not solvable by adapting or interpreting substantive guides, manuals, or procedures. Typical duties include: assisting in a variety of administrative matters; maintaining a wide variety of financial or other records (stored both manually and electronically); verifying statistical reports for accuracy and completeness; compiling information; and handling and adjusting complaints. May also direct lower level clerks.

### 01311 Secretary I

This position carries out recurring office procedures independently. Selects the guideline or reference which fits the specific case. Receives specific instructions on new assignments and has completed work reviewed for accuracy by NRC employee. Generally, performs varied duties including or comparable to one or more of the following:

- Responds to routine telephone requests which have standard answers; refers calls and visitors to appropriate staff. Controls mail and assures timely staff response; may send form letters;

- As instructed, maintains calendars, makes appointments, and arranges for meeting rooms;

- Reviews materials prepared for approval for typographical accuracy and proper format;

- Maintains recurring internal reports, such as time and leave records, office equipment listings, correspondence controls, and training plans;

- Obtains supplies, printing, maintenance, or other available services. Types, takes and transcribes dictation, and establishes and maintains office files.

### 01312 Secretary II

This position handles differing situations, problems, and deviations in the work of the office according to general instructions, priorities, duties, policies, and

program goals. May work on special assignments as requested. Generally, duties include or are comparable to one or more of the following:

Screens telephone calls, visitors, and incoming correspondence; personally responds to requests for information concerning office procedures; determines which requests should be handled by others.

Schedules tentative appointments without prior clearance. Makes arrangements for conferences and meetings and assembles established background materials, as directed. May attend meetings and record and report on the proceedings;

Reviews outgoing materials and correspondence for internal consistency and conformance with established procedures; assures that proper clearances have been obtained, when needed;

Collects information from the files or staff for routine inquiries on office program(s) or periodic reports. Refers non-routine requests to appropriate staff;

Explains the requirements concerning office procedures.

Coordinates NRC personnel and administrative forms for the office and forwards for processing.

### 01313 Secretary III

This position uses greater judgment and initiative to determine the approach or action to take in non-routine situations, interprets and adapts guidelines, including unwritten policies, precedents, and practices, which are not always completely applicable to changing situations. Duties include or are comparable to the following:

a. Based on knowledge of the customer's views, compose correspondence on own initiative about administrative matters and general office policies for approval;

b. Anticipate and prepare materials needed for conferences, correspondence, appointments, meetings, telephone calls, etc., and informs others on matters to be considered;

c. Read publications, regulations, and directives and take action or refer those that are important to staff;

d. Prepare special or one-time reports, summaries, or replies to inquiries, selecting relevant information from a variety of sources such as reports, documents, correspondence, other offices, etc., under general directions;

e. Advise secretaries in subordinate offices on new procedures; request information needed from the subordinate office(s) for periodic or special

conferences, reports, inquiries, etc.

#### 01020 Administrative Assistant

In addition to Secretarial duties, this position may provide administrative support to executive staff to include NRC personnel records and assistance with payroll processing. The Administrative Assistant may be required to work independently on projects requiring research and preparation of briefing charts and other presentation materials.

#### Additional Requirements for Secretaries and Administrative Assistant:

- Experience using the following Microsoft applications: Word, Excel, Outlook, and PowerPoint; ability to communicate effectively both orally and in writing; and ability to "multi-task."
- The services performed under this contract may include frequent, direct contact with NRC personnel at all levels of the agency. This requires that contractor personnel<sup>3</sup> are appropriately dressed and conduct themselves in a professional manner at all times.
- Additional labor category requirements (e.g., experience using with certain types of commercial off-the-shelf software) may be specified in individual task orders.

#### Requirements for Contractor Personnel Escorting NRC Visitors

Contractor personnel who have been authorized by the task order COR (TO COR) may escort visitors within the NRC's premises. The NRC will only provide this authority to those contractor personnel who have been granted FINAL NRC IT-II access or a security clearance, and have been provided escort approval briefings by the NRC Division of Facilities and Security (DFS) staff. A task order Contracting Officer's Representative may request that the Contractor escort visitors when the work requires this service. The NRC may rescind this authority at any time, in writing, on a particular task order.

#### Requirements for Contract Personnel Authorized to Obtain Supplies from NRC's Supply Room

Contractor personnel who have been authorized by the TO COR may enter NRC's Supply Room to acquire supplies needed by the organizational unit that they support. Only those contractor personnel who have been granted FINAL IT-II access or a security clearance approval from the NRC DFS will be granted access to the Supply Room. The TO COR will inform the contractor about the contractor personnel who have been granted access to the NRC Supply Room. The contractor shall inform its personnel that the sole purpose of access to the NRC Supply Room is to either obtain supplies needed to perform the office support services they provide, or to pick up supplies required by NRC staff. The contractor shall inform its personnel that Government-furnished supplies shall not be used for personal use. NRC reserves the right to rescind this authority, in writing, for individual task orders.

#### Compensation for Overtime Requirements

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<sup>3</sup> Contractor personnel, as used in this contract, means employees of the contractor as well as subcontractor personnel and/or consultants.

Occasionally, a TO COR may request the contractor provide services under a given task order outside the normal schedule indicated in the task order. Per FAR 22.103, a normal workweek is 40 hours. Only hours worked in excess of 40 in the workweek and requested by the TO COR in writing will be considered overtime and payable at the overtime rate specified in the Price/Cost Schedule. Overtime may be earned, and shall be recorded and invoiced, in 15-minute increments.

#### Contractor Personnel Requirements During NRC Facility Safety Drills or Building Emergencies

During a facility safety drill or actual building emergency affecting the floor occupied by the contractor personnel or the entire building, contractor personnel shall participate in the orderly evacuation of the affected area as follows: Evacuate the affected area **along** with the NRC staff; comply with the direction of the NRC security guard force and NRC's Emergency Building Safety Monitors; and return to their work location when their work location is being reoccupied.

#### Pre-Qualification Screening of Contractor Personnel

Prior to submitting an IT access authorization or security clearance application for each proposed onsite Contractor personnel, the contractor shall first provide a resume of the personnel and verify with the COR whether the individual satisfies the requirements of the intended labor category and meets the other requirements of this Statement of Work. The resume shall identify any relatives of the contractor personnel who are NRC employees. It is the contractor's responsibility to notify the NRC within five business days if any relatives of the contractor personnel become an employee of the NRC or are no longer an employee of the NRC.

#### Orientation

The Contractor shall ensure that the personnel it utilizes under this contract are familiar with 1) the requirements of the task order, 2) the NRC and the names of the personnel in the organization that they support, and 3) the NRC's computer and phone system. To the maximum extent practicable, the Project Manager will conduct orientation for their contractor personnel at the NRC the morning of the first day the contractor personnel starts working on the task order.

#### Contractor Personnel Security Application Requirements Immediately After Award

Within 15 days after the CO provides written notice (after award of the IDIQ contract) to the contractor regarding probable labor category requirements, including labor category titles and quantity of personnel required per labor category, for pending task orders, the contractor shall provide at least twice the number of security applications for proposed contractor personnel to be used for those requirements. For example, if a total of 10 Secretary III contractor personnel are anticipated, then NRC would expect at least 20 security applications for proposed Secretary III contractor personnel.

Should the contractor intend to submit security applications for cleared personnel that are already working onsite at the NRC and have access to NRC's network, the contractor may submit a commitment letter signed by the employee with an indication of the level of access that they currently have instead of a complete security application package.

## Contractor Personnel Security Application Requirements throughout the Life of the IDIQ Contract

After the Contractor's submission of the initial applications, the contractor shall ensure that it maintains a suitable number of cleared contractor personnel (for which it has submitted security applications and has received NRC clearance) for NRC Headquarters Complex in the event that additional personnel are needed for current or future task orders. At any given time, the NRC expects that there be at least two persons that (a) could fulfill the requirements of each labor category for NRC Headquarters Complex in the contract, (b) have received NRC clearance, and (c) are available.

The CO may temporarily waive this requirement for one or more of the labor categories. However, this waiver shall not affect the NRC's right to require performance at any time thereafter.

### Task Order Contracting Officer Representatives (TO CORs):

In addition to the COR for this IDIQ contract, the Contracting Officer will appoint NRC individuals with current NRC Contracting Officer Representative (COR) Certification to serve as the TO CORs. A TO COR will be designated in each TO and will normally be located in the office where the services are primarily performed. The TO COR is the Contractor's day-to-day NRC contact for the applicable task order.

TO CORs shall have the right to indicate, to the contractor, the relative priority of individual tasks performed under the task order for which they are TO COR.

### Contractor Personnel Certification Requirements

The contractor shall ensure that all of its personnel that are performing services under this contract have reviewed and completed the following certifications listed herein before they begin working on a task order.

#### 1. Completion of NRC Form and Certification for Non-Personal Services Understanding

The contractor acknowledges that the services provided under a TO do not create an employer/employee relationship between the Government and contractor personnel. The contractor personnel supervision, terms of employment, hiring, termination, assignment, work conditions, payments, and benefits, including leave, must be approved and derived solely from employment through and with the contractor. The contractor shall ensure that each of its personnel sign a Non-Personal Services Understanding Statement and provide a copy of it to the COR.

#### 2. Completion of NRC Form and Certification for General Confidentiality and Non-Disclosure Agreement

Contractor personnel may have access to records that include sensitive internal and/or predecisional information, personally identifiable information, and/or information that is protected by the attorney/client and attorney/work product privilege. Neither the contractor nor any of its officers and employees may disclose such information to anyone outside the NRC. Contractor

personnel shall sign a Non-Disclosure/Confidentiality Agreement before accessing any of those records.

### 3. Completion of NRC Form 176 "(A) Security Acknowledgment" and "(B) Special Nuclear Material Access Authorization Acknowledgment"

The contractor and its personnel shall acknowledge forms (A) and (B) which is signed by individuals who apply for an NRC security clearance access, require that NRC/DFS be advised of all arrests, charges (including those dismissed), and detentions by a Federal, State or local law enforcement agency, except for minor traffic violations for which a fine of \$250 or less was imposed. Also, the contractor shall ensure that its personnel notify the TO COR of his or her marriage by completing and forwarding to the COR a copy of NRC Form 354, "Data Report on Spouse." In addition, to ensure that security clearance and badging information is updated, the contractor shall notify the TO COR of any name changes resulting from marriage, divorce, or other legal action.

#### Response Times for Urgent Requirements

When the CO identifies a new service requirement as urgent and provides at least 24 hours advance written notice to the contractor, the contractor shall identify and provide appropriately qualified person(s) to begin task order performance at NRC by the date and time designated in the TO. If, however, a CO requests urgent services to start with less than 24 hours advance notice, then the contractor shall make a good faith effort to meet that requirement. The task order may be issued (or, if an existing task order, modified) in writing after the date that the contractor personnel begin work, if necessary in order to meet the urgent requirements to reflect the agreement of the parties as agreed in writing by the CO.

#### Response Times for Non-Urgent Requirements

For non-urgent requirements, the contractor shall identify and provide appropriately qualified person(s) to begin performance at NRC by the date and time designated in the Call Order, assuming that a CO provides at least three business days advance written notice to the contractor. If, however, a CO requests services to start within three business days, then the contractor shall make a good faith effort to meet that requirement.

#### Contractor Personnel Absence and Replacements

The contractor shall inform the TO COR within 30 minutes of learning of unpredictable absences (i.e., late arrival, early departure, or non-arrival) of any of its task order personnel. If requested by the TO COR, the contractor shall provide a temporary replacement person within 24 hours of the TO COR's request. If the contractor fails to provide a replacement person within 24 hours of TO COR request, then NRC reserves the right to charge the contractor for all NRC expenses related to NRC acquiring the support from another source.

For predictable absences by contractor personnel, the contractor shall ensure that replacement personnel are available to provide services in place of absent contractor personnel. The contractor shall coordinate such replacement with the applicable TO COR at least one business day before the absence occurs.

## **C.5 MINIMUM EXPERIENCE AND EDUCATION REQUIREMENTS**

The contractor shall provide personnel for each labor category with the minimum experience and education qualifications listed in the table below.

<b>LABOR CATEGORY</b>	<b>MINIMUM EXPERIENCE AND EDUCATION REQUIREMENTS</b>
Project Manager	Bachelor's degree in a related field (e.g. business or communications) with at least 3 years of experience in a management position in an administrative environment and at least 2 years of experience in managing 25 or more employees.
General Clerk I	High school diploma or equivalency; 1 year experience in an office environment.
General Clerk II	High school diploma or equivalency; 2 year experience in an office environment.
General Clerk III	High school diploma or equivalency; 3 year experience in an office environment.
Secretary I	High school diploma or equivalency; 1 year experience in an office environment.
Secretary II	High school diploma or equivalency; 2 year experience in an office environment.
Secretary III	High school diploma or equivalency; 3 year experience in an office environment.
Administrative Assistant	High school diploma or equivalency; 3 year experience in an office environment.

## **C.6 OBSERVANCE OF LEGAL HOLIDAYS AND OTHER DATES OF NRC CLOSURE**

NRC will be closed on Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

The contractor will not be reimbursed when the Government facility is closed for the above reasons. The contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the workforce are essential.

## **C.7 CONTRACTOR TRAVEL COSTS AND TRAINING AT NRC EXPENSE**

The CO or contract COR must provide advance written authorization for contractor personnel before they may incur any travel costs and before they plan to attend NRC-sponsored training, seminars, symposiums, or group conferences that are not at their assigned task order work location. If the CO or COR has given prior approval for contractor personnel training to meet special requirements that are specific to a particular TO, the contractor may allow its personnel to attend that training. The NRC may also provide, and will pay the contractor for, NRC-specific training for contractor personnel that they need to perform task order requirements (e.g., system



training, procedural training). Other contractor training that may be required to perform task order requirements may be included in task order requirements.

NRC will not reimburse the contractor for costs associated with training its personnel in an effort for them to obtain and/or retain qualification requirements of this contract. This training includes but is not limited to Microsoft Office applications.

Contractor personnel may be needed to attend local (within 35 miles of assigned duty location) offsite meetings if specified in a task order.

If Contractor travel is required, then the contractor would be reimbursed for travel costs in accordance with FAR 31.205-46, Travel costs. All travel requires advance written Government approval from the CO or contract COR.

## **C.8 REPORTS**

### **A. Completion of NRC IT Access or Security Clearance Application Materials and Tracking of Contract Status of Contractor Personnel IT Access or Security Clearances**

The contractor shall ensure each application package for NRC security access for contractor personnel is completed fully and accurately with all requested information. In addition, the contractor shall continuously track the following information and prepare a status report of the applications and provide it to the COR and applicable TO COR within one week of the conclusion of each calendar month:

1. The names of all contractor personnel and associated task order number whose packages have been submitted to TO CORs for access;
2. The date each contractor employee was fingerprinted by NRC;
3. The date each contractor employee submitted his/her signed SF-86 forms to NRC/DFS;
4. The date each contractor employee was approved by NRC for Temporary access at NRC;
5. The date each contractor employee was approved for final access at NRC;
6. The date each contractor person's NRC access was canceled;
7. The date each contractor person's NRC identification (ID) photo badge was returned to the COR after his/her access was canceled.

### **B. Tracking Compliance with Minimum Contractor Personnel Staffing Levels**

Within one week of the conclusion of each calendar month, the contractor shall provide a report to the COR with the identity and quantity of contractor personnel in each of the following categories:

1. Currently performing work under each TO;

2. Who has been granted access approval (temporary and final) for each labor category, and who in each labor category is not currently working on a TO, and is available to start performing on a new TO; and

3. Who, per labor category, has submitted an application to the NRC for access approval and is awaiting an NRC decision on his/her access.

C. Tracking Data on Contractor Personnel Pre-Certification Requirements:

At the request of the COR, the contractor shall provide a report, for each contractor employee that is performing services under task order(s) under this contract, which identifies the date the following certifications were signed by the contractor person:

1. Non-personal Services Understanding;

2. General Confidentiality and Non-disclosure Agreement; and

3. Non-Disclosure Statement for Contractor Access to The NRC Agency-wide Documents Access and Management System (ADAMS) Form.

At the request of the COR, the contractor shall immediately provide a copy of the signed certifications for proof of the date signed. NRC reserves the right for the COR and/or TO COR to add other certification requirements to this list which are required to be completed by contractor personnel that are given access to NRC information and/or systems.

D. Tracking of Contract Data on Status of Custody of NRC Security ID Photo Badges:

The contractor shall continuously track the following information and prepare a status report to the COR within one week of the conclusion of each calendar month:

1. The name of all contractor personnel who have been issued an NRC security photo ID badge and associated task order(s);

2. The name of all contractor personnel who have been issued an NRC security photo ID badge and are currently working under a TO and associated task order(s);

3. The name of all contractor personnel who have been issued an NRC security photo ID badge and are not currently working under a TO;

4. For any contractor personnel who have been issued an NRC security photo ID badge and are not currently working under a TO, the current status of who has custody of the NRC security photo ID badge for that contractor employee.

The Contractor shall return NRC security ID badges for any contractor personnel who are not currently working on a TO to the applicable TO COR.

Upon completion of services to be provided under a TO, the contractor shall deliver all affected NRC photo ID badges to the TO COR.

## **C.9 CONTRACTOR PERSONNEL COMPLETION OF MANDATORY NRC-SPONSORED TRAINING**

The contractor shall ensure that its personnel (employees, consultants, and subcontractors) with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that staff's knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last one hour or less and can be taken during the contractor employee's regularly scheduled workday at NRC.

Upon completion of each of the mandatory (which are typically annual) training courses required under this contract, the contractor shall ensure that its personnel provide a copy of their training certificate to the contractor as well as to the TO COR.

The Contractor shall ensure that its personnel complete the following NRC-sponsored online training courses during his/her first week of performing services at NRC and as required thereafter:

1. NRC Computer Security Awareness Course
2. Information Security Awareness Course (INFOSEC)

NOTE: NRC reserves the right for the COR to add other training courses which are sponsored by NRC and required to be completed by contractor personnel that are given access to NRC IT information and/or systems.

The NRC reserves the right to deny or withdraw contractor use or access to NRC IT equipment and/or systems, and/or take other appropriate contract administrative actions (e.g., disallow costs, terminate for cause, etc.) should the contractor not comply with the its responsibility under this clause.

## **C.10 PLACE OF PERFORMANCE**

The services to be performed for task orders issued under this contract will be primarily performed at the NRC.

## **C.11 POSTAWARD ORIENTATION (KICKOFF) OR PERIODIC PROGRESS MEETINGS**

The contractor agrees to attend a postaward conference convened by NRC in accordance with FAR Subpart 42.5.

The CO, COR, and other Government personnel, as appropriate, will also meet periodically with the contractor to discuss matters of mutual concern and/or review the contractor's performance. The Contractor may also request meetings with the COR and/or CO as they may deem appropriate.

## **C.12 PHASE IN/PHASE OUT ACTIVITIES**

The contractor may be required to participate in a transition/phase-in period to initiate performance under this contract. Those activities would be governed, in part, by FAR clause

52.222-17 in this contract as well as FAR clause 52.237-3 in the predecessor contract for phase in activities. See also clause 52.237-3 in this contract for activities that the Contractor may be required to participate at the end of this contract.

### **C.13 APPLICABLE POLICIES AND PROCEDURES**

The Contractor shall adhere to the following, as applicable, in addition to what may be specified in task orders:

Management Directives: <http://www.nrc.gov/reading-rm/doc-collections/management-directives/volumes/vol-12.html>

NRC Sensitive Unclassified Non-Safeguards Information (SUNSI):  
<http://www.nrc.gov/reading-rm/doc-collections/commission/comm-secy/2005/2005-0054comscy-attachment2.pdf>



## CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

<b>1. Type of Submission</b>  New		<b>3. Contractor Company Full Name and Complete Address (Prime Contractor)</b> NAVAR 7050 Infantry Ridge Road Manassas, VA 20109	
<b>2. Type of Contract</b>  Commercial - Small Business			
<b>4. Contract Number, IAA Number, or Job Code for DOE Projects</b>  		<b>5. Contract Start Date</b> 05/20/2015	<b>6. Contract End Date</b> 05/19/2020
<b>7. Is this contract a follow-on contract?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If Yes, provide previous Contract Number, IAA Number, or Job Code			
<b>8. Contract Performance Requirements</b>			
<b>A. Will the contract require access to classified matter (information, systems, and/or material) (i.e., 32 CFR Part 2004 or WD 12.2)?</b> <input type="checkbox"/> Yes (continue) <input checked="" type="checkbox"/> No (if no, proceed to Block 8.E.)			
<b>B. What is the highest level of classified matter the contractor will need to access to perform contract responsibilities?</b> Not Applicable		Select 2nd Level of Classification	
<b>C. To carry out requirements of the contract, will the contractor need to possess, generate, or store classified matter at the contractor facility location?</b> <input type="checkbox"/> Yes (continue) <input checked="" type="checkbox"/> No (if no, proceed to Block 8.E.)			
<b>D. Choose all that apply: In regards to classified matter, the contractor will require:</b>			
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> 1) Access to Foreign Intelligence Information         </div> <div style="width: 50%;"> <input type="checkbox"/> 2) Receipt and storage (i.e., safeguarding) of classified matter         </div> <div style="width: 50%;"> <input type="checkbox"/> 3) Access to cryptographic material or other classified COMSEC information         </div> <div style="width: 50%;"> <input type="checkbox"/> 4) Access to classified matter or information processed by another agency         </div> <div style="width: 50%;"> <input type="checkbox"/> 5) Use of a classified information technology processing system         </div> <div style="width: 50%;"> <input type="checkbox"/> 6) Generation of classified at Contractor facility location         </div> <div style="width: 50%;"> <input type="checkbox"/> 7) Generation of classified matter at an NRC facility         </div> </div>			
<b>E. Will the contractor require access to Safeguards Information or Safeguards information - Modified Handling Information (i.e., 10 CFR 73.21, 73.22, and/or 73.23)?</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>F. Will the contractor possess, generate, or store SGI or SGI-M at the contractor facility?</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>G. Will the contractor require access to Sensitive Unclassified Non-Safeguards Information (SUNSI) or sensitive information technology (IT) Systems (i.e., WD 12.6)?</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>H. Will the contractor possess, generate, or store SUNSI or have access to NRC sensitive IT systems at the contractor facility?</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>I. Was "Yes" checked to Block 8.A., Block 8.C., Block 8.E., or Block 8.H.?</b> (If "Yes", then a Facility Clearance including a security plan is required to be issued for the contractor by the Facilities Security Branch before final award of the contract and before work can begin on the contract.)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>J. Choose all that apply:</b>			
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> 1) Unescorted Access is required to Nuclear Power Plants.         </div> <div style="width: 50%;"> <input type="checkbox"/> 5) Require operation of government vehicles or transport passengers for the NRC.         </div> <div style="width: 50%;"> <input type="checkbox"/> 2) Access is required to Unclassified Safeguards information.         </div> <div style="width: 50%;"> <input type="checkbox"/> 6) Will operate hazardous equipment at NRC facilities.         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> 3) Access is required to Sensitive IT Systems and Data.         </div> <div style="width: 50%;"> <input type="checkbox"/> 7) Required to carry firearms.         </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> 4) Unescorted Access to NRC Headquarters Building.         </div> <div style="width: 50%;"> <input type="checkbox"/> 8) Found to use or admit to use of illegal drugs.         </div> </div>			

**CONTRACT SECURITY AND/OR  
CLASSIFICATION REQUIREMENTS (Continued)**

**9. Classification Guidance (to be completed by the COR)**

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**10. Does this contract contain any subcontractors?**

If "Yes", provide company name and address. If known, also provide Defense Security Service cage code.  
If more than one subcontractor, provide additional information to Facilities Security Branch.  
If "No", (It is the responsibility of the COR to notify FSB if the contract adds a subcontractor).

☐ Yes ☒ No

Subcontractor Company name, address and Defense Security Service cage code. (if applicable)

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**11. Review of contractor/subcontractor reports, documents for classified, SGI, SGI-M, and/or SUNSI will be reviewed by:**

Typed or Printed Name and Title of Authorized Classifier

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Typed or Printed Name and Title of Authorized Derivative Classifier (for Classified Information)

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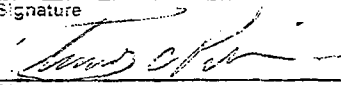
Typed or Printed Name and Title of a Qualified Designator for SGI, and SGI-M (i.e., person must be qualified per MD 12.4)

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**12. Required Distribution of NRC Form 187 for Review (Check all appropriate boxes)**

- ☒ 1) Sponsoring NRC office or Division (Item 13A.) ☒ 3) Division of Contracts and Property Management (Item 13C.)  
☒ 2) Division of Facilities and Security (Item 13B.)

**13. Approvals**

A. Typed or Printed Name of Director, Office or Division	Signature	Date
David Mergel		3/23/15
B. Typed or Printed Name of Director, Division of Facilities and Security	Signature	Date
Timothy Pulliam		3/24/15
C. Typed or Printed Name of Deputy Director, Operations, Acquisitions Management Division	Signature	Date
James Corbett	Kate Keaton	4/21/15

**REMARKS**

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WD 05-2103 (Rev.-15) was first posted on www.wdol.gov on 12/30/2014

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2103
Director	Wage Determinations		Revision No.: 15
			Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: District of Columbia, Maryland, Virginia

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18

01313 - Secretary III	25.29
01320 - Service Order Dispatcher	16.98
01410 - Supply Technician	28.55
01420 - Survey Worker	20.03
01531 - Travel Clerk I	13.29
01532 - Travel Clerk II	14.36
01533 - Travel Clerk III	15.49
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75



12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		26.80
15090 - Technical Instructor		25.08
15095 - Technical Instructor/Course Developer		30.67
15110 - Test Proctor		20.20
15120 - Tutor		20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.88
16030 - Counter Attendant		9.88
16040 - Dry Cleaner		12.94
16070 - Finisher, Flatwork, Machine		9.88
16090 - Presser, Hand		9.88
16110 - Presser, Machine, Drycleaning		9.88
16130 - Presser, Machine, Shirts		9.88
16160 - Presser, Machine, Wearing Apparel, Laundry		9.88
16190 - Sewing Machine Operator		13.78
16220 - Tailor		14.66
16250 - Washer, Machine		10.88
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.14
19040 - Tool And Die Maker		23.38
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		22.03
21040 - Material Expediter		22.03
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		15.09
21130 - Shipping/Receiving Clerk		15.09
21140 - Store Worker I		11.72
21150 - Stock Clerk		16.86
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		27.21
23021 - Aircraft Mechanic I		25.83
23022 - Aircraft Mechanic II		27.21
23023 - Aircraft Mechanic III		28.53
23040 - Aircraft Mechanic Helper		17.54
23050 - Aircraft, Painter		24.73
23060 - Aircraft Servicer		19.76
23080 - Aircraft Worker		21.01
23110 - Appliance Mechanic		21.75
23120 - Bicycle Repairer		14.43
23125 - Cable Splicer		26.02
23130 - Carpenter, Maintenance		21.40
23140 - Carpet Layer		20.49
23160 - Electrician, Maintenance		27.98
23181 - Electronics Technician Maintenance I		24.94

23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84

27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74

30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

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

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

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

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

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

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

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

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials

which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link 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.



WD 05-2449 (Rev.-15) was first posted on [www.wdol.gov](http://www.wdol.gov) on 12/30/2014

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Wage Determination No.: 2005-2449  
Diane C. Koplewski Division of | Revision No.: 15  
Director Wage Determinations | Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: New Jersey, Pennsylvania

Area: New Jersey Counties of Burlington, Camden, Gloucester  
Pennsylvania Counties of Bucks, Chester, Delaware, Lehigh, Montgomery, Northampton, Philadelphia

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	14.53	
01012 - Accounting Clerk II	16.31	
01013 - Accounting Clerk III	18.24	
01020 - Administrative Assistant	27.42	
01040 - Court Reporter	21.74	
01051 - Data Entry Operator I	14.22	
01052 - Data Entry Operator II	15.51	
01060 - Dispatcher, Motor Vehicle	17.92	
01070 - Document Preparation Clerk	13.66	
01090 - Duplicating Machine Operator	13.66	
01111 - General Clerk I	13.45	
01112 - General Clerk II	14.68	
01113 - General Clerk III	16.48	
01120 - Housing Referral Assistant	24.11	
01141 - Messenger Courier	12.91	
01191 - Order Clerk I	14.81	
01192 - Order Clerk II	15.68	
01261 - Personnel Assistant (Employment) I	16.56	
01262 - Personnel Assistant (Employment) II	18.52	
01263 - Personnel Assistant (Employment) III	20.64	
01270 - Production Control Clerk	22.74	

01280 - Receptionist	14.72
01290 - Rental Clerk	16.83
01300 - Scheduler, Maintenance	17.52
01311 - Secretary I	19.12
01312 - Secretary II	21.84
01313 - Secretary III	24.11
01320 - Service Order Dispatcher	16.76
01410 - Supply Technician	27.02
01420 - Survey Worker	17.92
01531 - Travel Clerk I	13.42
01532 - Travel Clerk II	14.10
01533 - Travel Clerk III	15.03
01611 - Word Processor I	15.91
01612 - Word Processor II	17.86
01613 - Word Processor III	19.98
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.83
05010 - Automotive Electrician	22.03
05040 - Automotive Glass Installer	20.34
05070 - Automotive Worker	21.11
05110 - Mobile Equipment Servicer	19.63
05130 - Motor Equipment Metal Mechanic	22.81
05160 - Motor Equipment Metal Worker	21.22
05190 - Motor Vehicle Mechanic	22.83
05220 - Motor Vehicle Mechanic Helper	18.71
05250 - Motor Vehicle Upholstery Worker	20.54
05280 - Motor Vehicle Wrecker	21.22
05310 - Painter, Automotive	22.14
05340 - Radiator Repair Specialist	21.22
05370 - Tire Repairer	14.89
05400 - Transmission Repair Specialist	23.49
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.05
07041 - Cook I	12.99
07042 - Cook II	13.84
07070 - Dishwasher	9.76
07130 - Food Service Worker	11.55
07210 - Meat Cutter	17.30
07260 - Waiter/Waitress	10.10
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.40
09040 - Furniture Handler	17.39
09080 - Furniture Refinisher	22.85
09090 - Furniture Refinisher Helper	19.50
09110 - Furniture Repairer, Minor	21.21
09130 - Upholsterer	19.41
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.81
11060 - Elevator Operator	12.33
11090 - Gardener	16.09
11122 - Housekeeping Aide	12.81
11150 - Janitor	12.81
11210 - Laborer, Grounds Maintenance	13.67
11240 - Maid or Houseman	11.29

11260 - Pruner	12.83	
11270 - Tractor Operator	15.33	
11330 - Trail Maintenance Worker	13.76	
11360 - Window Cleaner	13.61	
12000 - Health Occupations		
12010 - Ambulance Driver	17.48	
12011 - Breath Alcohol Technician	20.44	
12012 - Certified Occupational Therapist Assistant	22.91	
12015 - Certified Physical Therapist Assistant	22.60	
12020 - Dental Assistant	18.36	
12025 - Dental Hygienist	32.95	
12030 - EKG Technician	30.31	
12035 - Electroneurodiagnostic Technologist	30.31	
12040 - Emergency Medical Technician	17.48	
12071 - Licensed Practical Nurse I	20.15	
12072 - Licensed Practical Nurse II	22.05	
12073 - Licensed Practical Nurse III	24.57	
12100 - Medical Assistant	14.97	
12130 - Medical Laboratory Technician	21.17	
12160 - Medical Record Clerk	15.47	
12190 - Medical Record Technician	17.00	
12195 - Medical Transcriptionist	17.02	
12210 - Nuclear Medicine Technologist	34.99	
12221 - Nursing Assistant I	10.52	
12222 - Nursing Assistant II	11.83	
12223 - Nursing Assistant III	12.91	
12224 - Nursing Assistant IV	14.49	
12235 - Optical Dispenser	21.62	
12236 - Optical Technician	16.60	
12250 - Pharmacy Technician	15.13	
12280 - Phlebotomist	14.49	
12305 - Radiologic Technologist	28.02	
12311 - Registered Nurse I	29.51	
12312 - Registered Nurse II	32.76	
12313 - Registered Nurse II, Specialist	32.76	
12314 - Registered Nurse III	39.32	
12315 - Registered Nurse III, Anesthetist	39.32	
12316 - Registered Nurse IV	47.11	
12317 - Scheduler (Drug and Alcohol Testing)	23.50	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	21.74	
13012 - Exhibits Specialist II	28.77	
13013 - Exhibits Specialist III	35.16	
13041 - Illustrator I	22.94	
13042 - Illustrator II	30.61	
13043 - Illustrator III	37.43	
13047 - Librarian	31.00	
13050 - Library Aide/Clerk	16.83	
13054 - Library Information Technology Systems Administrator		27.98
13058 - Library Technician	17.62	
13061 - Media Specialist I	18.35	
13062 - Media Specialist II	20.52	
13063 - Media Specialist III	22.88	

13071 - Photographer I	17.96	
13072 - Photographer II	19.97	
13073 - Photographer III	25.04	
13074 - Photographer IV	30.62	
13075 - Photographer V	37.06	
13110 - Video Teleconference Technician		22.29
14000 - Information Technology Occupations		
14041 - Computer Operator I	18.50	
14042 - Computer Operator II	20.70	
14043 - Computer Operator III	23.06	
14044 - Computer Operator IV	25.64	
14045 - Computer Operator V	28.39	
14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator	18.50	
14160 - Personal Computer Support Technician	25.64	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		33.14
15020 - Aircrew Training Devices Instructor (Rated)		40.11
15030 - Air Crew Training Devices Instructor (Pilot)		48.06
15050 - Computer Based Training Specialist / Instructor		33.14
15060 - Educational Technologist	30.33	
15070 - Flight Instructor (Pilot)	48.06	
15080 - Graphic Artist	24.99	
15090 - Technical Instructor	24.41	
15095 - Technical Instructor/Course Developer		29.85
15110 - Test Proctor	19.71	
15120 - Tutor	19.71	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	9.77	
16030 - Counter Attendant	9.77	
16040 - Dry Cleaner	12.76	
16070 - Finisher, Flatwork, Machine	9.77	
16090 - Presser, Hand	9.77	
16110 - Presser, Machine, Drycleaning	9.77	
16130 - Presser, Machine, Shirts	9.77	
16160 - Presser, Machine, Wearing Apparel, Laundry		9.77
16190 - Sewing Machine Operator	13.65	
16220 - Tailor	14.52	
16250 - Washer, Machine	10.80	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.24
19040 - Tool And Die Maker	24.23	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	19.21	
21030 - Material Coordinator	20.91	
21040 - Material Expediter	20.91	
21050 - Material Handling Laborer	13.92	
21071 - Order Filler	13.88	

21080 - Production Line Worker (Food Processing)	19.21
21110 - Shipping Packer	16.45
21130 - Shipping/Receiving Clerk	16.45
21140 - Store Worker I	16.93
21150 - Stock Clerk	19.11
21210 - Tools And Parts Attendant	19.21
21410 - Warehouse Specialist	19.21
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.75
23021 - Aircraft Mechanic I	25.74
23022 - Aircraft Mechanic II	26.75
23023 - Aircraft Mechanic III	28.12
23040 - Aircraft Mechanic Helper	20.97
23050 - Aircraft, Painter	21.66
23060 - Aircraft Servicer	22.92
23080 - Aircraft Worker	23.95
23110 - Appliance Mechanic	21.01
23120 - Bicycle Repairer	15.11
23125 - Cable Splicer	34.08
23130 - Carpenter, Maintenance	24.40
23140 - Carpet Layer	22.57
23160 - Electrician, Maintenance	29.02
23181 - Electronics Technician Maintenance I	25.72
23182 - Electronics Technician Maintenance II	27.03
23183 - Electronics Technician Maintenance III	27.92
23260 - Fabric Worker	21.87
23290 - Fire Alarm System Mechanic	23.71
23310 - Fire Extinguisher Repairer	22.72
23311 - Fuel Distribution System Mechanic	26.86
23312 - Fuel Distribution System Operator	23.17
23370 - General Maintenance Worker	21.37
23380 - Ground Support Equipment Mechanic	25.74
23381 - Ground Support Equipment Servicer	22.92
23382 - Ground Support Equipment Worker	23.95
23391 - Gunsmith I	22.07
23392 - Gunsmith II	23.77
23393 - Gunsmith III	25.51
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.17
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	26.15
23430 - Heavy Equipment Mechanic	24.33
23440 - Heavy Equipment Operator	27.08
23460 - Instrument Mechanic	25.03
23465 - Laboratory/Shelter Mechanic	24.64
23470 - Laborer	15.83
23510 - Locksmith	23.29
23530 - Machinery Maintenance Mechanic	24.32
23550 - Machinist, Maintenance	21.24
23580 - Maintenance Trades Helper	18.52
23591 - Metrology Technician I	25.03
23592 - Metrology Technician II	26.01
23593 - Metrology Technician III	26.83
23640 - Millwright	25.21

23710 - Office Appliance Repairer	23.06
23760 - Painter, Maintenance	21.97
23790 - Pipefitter, Maintenance	30.24
23810 - Plumber, Maintenance	26.56
23820 - Pneudraulic Systems Mechanic	25.51
23850 - Rigger	25.51
23870 - Scale Mechanic	23.77
23890 - Sheet-Metal Worker, Maintenance	26.51
23910 - Small Engine Mechanic	18.79
23931 - Telecommunications Mechanic I	25.91
23932 - Telecommunications Mechanic II	26.92
23950 - Telephone Lineman	28.29
23960 - Welder, Combination, Maintenance	20.91
23965 - Well Driller	23.53
23970 - Woodcraft Worker	25.51
23980 - Woodworker	19.14
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.00
24580 - Child Care Center Clerk	14.96
24610 - Chore Aide	11.62
24620 - Family Readiness And Support Services Coordinator	14.06
24630 - Homemaker	14.79
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.73
25040 - Sewage Plant Operator	22.47
25070 - Stationary Engineer	22.73
25190 - Ventilation Equipment Tender	18.74
25210 - Water Treatment Plant Operator	22.47
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.30
27007 - Baggage Inspector	13.48
27008 - Corrections Officer	24.29
27010 - Court Security Officer	27.70
27030 - Detection Dog Handler	18.81
27040 - Detention Officer	24.29
27070 - Firefighter	27.25
27101 - Guard I	13.48
27102 - Guard II	18.81
27131 - Police Officer I	28.28
27132 - Police Officer II	31.43
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.46
28042 - Carnival Equipment Repairer	12.02
28043 - Carnival Equipment Worker	9.59
28210 - Gate Attendant/Gate Tender	16.04
28310 - Lifeguard	12.78
28350 - Park Attendant (Aide)	17.94
28510 - Recreation Aide/Health Facility Attendant	11.54
28515 - Recreation Specialist	22.22
28630 - Sports Official	14.29
28690 - Swimming Pool Operator	17.23
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.30

29020 - Hatch Tender	24.30	
29030 - Line Handler	24.30	
29041 - Stevedore I	23.38	
29042 - Stevedore II	25.20	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		38.17
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		26.31
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		28.98
30021 - Archeological Technician I	20.33	
30022 - Archeological Technician II	22.75	
30023 - Archeological Technician III	28.18	
30030 - Cartographic Technician	28.27	
30040 - Civil Engineering Technician	26.15	
30061 - Drafter/CAD Operator I	20.33	
30062 - Drafter/CAD Operator II	22.75	
30063 - Drafter/CAD Operator III	25.36	
30064 - Drafter/CAD Operator IV	31.21	
30081 - Engineering Technician I	18.23	
30082 - Engineering Technician II	20.47	
30083 - Engineering Technician III	23.23	
30084 - Engineering Technician IV	28.83	
30085 - Engineering Technician V	35.18	
30086 - Engineering Technician VI	42.58	
30090 - Environmental Technician	21.49	
30210 - Laboratory Technician	25.35	
30240 - Mathematical Technician	28.18	
30361 - Paralegal/Legal Assistant I	19.08	
30362 - Paralegal/Legal Assistant II	23.64	
30363 - Paralegal/Legal Assistant III	28.92	
30364 - Paralegal/Legal Assistant IV	34.64	
30390 - Photo-Optics Technician	28.18	
30461 - Technical Writer I	21.76	
30462 - Technical Writer II	26.62	
30463 - Technical Writer III	34.22	
30491 - Unexploded Ordnance (UXO) Technician I		24.25
30492 - Unexploded Ordnance (UXO) Technician II		29.35
30493 - Unexploded Ordnance (UXO) Technician III		35.17
30494 - Unexploded (UXO) Safety Escort		24.25
30495 - Unexploded (UXO) Sweep Personnel		24.25
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 3)	25.36
30621 - Weather Observer, Senior	(see 3)	28.18
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	15.22	
31030 - Bus Driver	19.16	
31043 - Driver Courier	18.13	
31260 - Parking and Lot Attendant	10.54	
31290 - Shuttle Bus Driver	19.00	
31310 - Taxi Driver	12.01	
31361 - Truckdriver, Light	19.00	
31362 - Truckdriver, Medium	19.28	
31363 - Truckdriver, Heavy	19.99	
31364 - Truckdriver, Tractor-Trailer	19.99	
99000 - Miscellaneous Occupations		

99030 - Cashier	11.80
99050 - Desk Clerk	12.64
99095 - Embalmer	33.77
99251 - Laboratory Animal Caretaker I	11.48
99252 - Laboratory Animal Caretaker II	12.25
99310 - Mortician	34.20
99410 - Pest Controller	17.02
99510 - Photofinishing Worker	14.65
99710 - Recycling Laborer	18.72
99711 - Recycling Specialist	21.14
99730 - Refuse Collector	17.57
99810 - Sales Clerk	12.43
99820 - School Crossing Guard	11.48
99830 - Survey Party Chief	20.60
99831 - Surveying Aide	12.23
99832 - Surveying Technician	18.07
99840 - Vending Machine Attendant	14.45
99841 - Vending Machine Repairer	16.98
99842 - Vending Machine Repairer Helper	14.45

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$4.02 per hour or \$160.80 per week or \$696.79 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

**THE OCCUPATIONS WHICH HAVE 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 conformance 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 employee (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.

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Wage Determination No.: 2005-2133  
Diane C. Koplewski | Division of | Revision No.: 14  
Director | Wage Determinations | Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Georgia

Area: Georgia Counties of Banks, Barrow, Bartow, Butts, Carroll, Chattooga, Cherokee, Clarke, Clayton, Cobb, Coweta, Dawson, De Kalb, Douglas, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Gordon, Greene, Gwinnett, Habersham, Hall, Haralson, Henry, Jackson, Lumpkin, Madison, Morgan, Murray, Newton, Oconee, Oglethorpe, Paulding, Pickens, Polk, Rabun, Rockdale, Spalding, Stephens, Towns, Union, Walton, White, Whitfield

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	13.40	
01012 - Accounting Clerk II	15.04	
01013 - Accounting Clerk III	17.24	
01020 - Administrative Assistant	26.66	
01040 - Court Reporter	20.93	
01051 - Data Entry Operator I	13.84	
01052 - Data Entry Operator II	15.70	
01060 - Dispatcher, Motor Vehicle	19.15	
01070 - Document Preparation Clerk	13.16	
01090 - Duplicating Machine Operator	13.16	
01111 - General Clerk I	13.43	
01112 - General Clerk II	14.84	
01113 - General Clerk III	16.45	
01120 - Housing Referral Assistant	21.85	
01141 - Messenger Courier	12.60	
01191 - Order Clerk I	13.01	
01192 - Order Clerk II	14.80	
01261 - Personnel Assistant (Employment) I	15.22	

01262 - Personnel Assistant (Employment) II	18.55
01263 - Personnel Assistant (Employment) III	20.90
01270 - Production Control Clerk	21.32
01280 - Receptionist	13.41
01290 - Rental Clerk	15.21
01300 - Scheduler, Maintenance	16.13
01311 - Secretary I	16.13
01312 - Secretary II	18.05
01313 - Secretary III	20.13
01320 - Service Order Dispatcher	15.87
01410 - Supply Technician	26.66
01420 - Survey Worker	18.40
01531 - Travel Clerk I	14.22
01532 - Travel Clerk II	15.53
01533 - Travel Clerk III	16.73
01611 - Word Processor I	13.25
01612 - Word Processor II	15.21
01613 - Word Processor III	18.30
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.36
05010 - Automotive Electrician	21.55
05040 - Automotive Glass Installer	20.18
05070 - Automotive Worker	20.18
05110 - Mobile Equipment Servicer	17.47
05130 - Motor Equipment Metal Mechanic	23.36
05160 - Motor Equipment Metal Worker	20.18
05190 - Motor Vehicle Mechanic	23.36
05220 - Motor Vehicle Mechanic Helper	17.56
05250 - Motor Vehicle Upholstery Worker	19.05
05280 - Motor Vehicle Wrecker	20.18
05310 - Painter, Automotive	21.55
05340 - Radiator Repair Specialist	20.18
05370 - Tire Repairer	13.80
05400 - Transmission Repair Specialist	23.36
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.20
07041 - Cook I	11.95
07042 - Cook II	13.58
07070 - Dishwasher	10.24
07130 - Food Service Worker	10.01
07210 - Meat Cutter	13.04
07260 - Waiter/Waitress	8.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.47
09040 - Furniture Handler	12.05
09080 - Furniture Refinisher	16.23
09090 - Furniture Refinisher Helper	12.55
09110 - Furniture Repairer, Minor	14.76
09130 - Upholsterer	16.23
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.14
11060 - Elevator Operator	10.14
11090 - Gardener	15.57
11122 - Housekeeping Aide	10.89

11150 - Janitor	10.89	
11210 - Laborer, Grounds Maintenance		11.22
11240 - Maid or Houseman	9.54	
11260 - Pruner	13.31	
11270 - Tractor Operator	14.11	
11330 - Trail Maintenance Worker		11.22
11360 - Window Cleaner	13.54	
12000 - Health Occupations		
12010 - Ambulance Driver	16.75	
12011 - Breath Alcohol Technician	19.89	
12012 - Certified Occupational Therapist Assistant		25.49
12015 - Certified Physical Therapist Assistant	23.23	
12020 - Dental Assistant	17.07	
12025 - Dental Hygienist	33.43	
12030 - EKG Technician	22.52	
12035 - Electroneurodiagnostic Technologist		22.52
12040 - Emergency Medical Technician	16.75	
12071 - Licensed Practical Nurse I	17.72	
12072 - Licensed Practical Nurse II	19.89	
12073 - Licensed Practical Nurse III	21.97	
12100 - Medical Assistant	14.71	
12130 - Medical Laboratory Technician		16.93
12160 - Medical Record Clerk	15.08	
12190 - Medical Record Technician	16.53	
12195 - Medical Transcriptionist	16.01	
12210 - Nuclear Medicine Technologist	32.29	
12221 - Nursing Assistant I	10.13	
12222 - Nursing Assistant II	11.38	
12223 - Nursing Assistant III	12.42	
12224 - Nursing Assistant IV	13.47	
12235 - Optical Dispenser	17.05	
12236 - Optical Technician	15.13	
12250 - Pharmacy Technician	14.87	
12280 - Phlebotomist	13.47	
12305 - Radiologic Technologist	25.09	
12311 - Registered Nurse I	24.94	
12312 - Registered Nurse II	29.25	
12313 - Registered Nurse II, Specialist	29.25	
12314 - Registered Nurse III	35.38	
12315 - Registered Nurse III, Anesthetist	35.38	
12316 - Registered Nurse IV	42.41	
12317 - Scheduler (Drug and Alcohol Testing)		20.09
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	20.57	
13012 - Exhibits Specialist II	23.52	
13013 - Exhibits Specialist III	28.34	
13041 - Illustrator I	20.89	
13042 - Illustrator II	23.52	
13043 - Illustrator III	28.34	
13047 - Librarian	28.28	
13050 - Library Aide/Clerk	13.39	
13054 - Library Information Technology Systems Administrator		25.27
13058 - Library Technician	15.42	

13061 - Media Specialist I	18.42
13062 - Media Specialist II	20.62
13063 - Media Specialist III	22.98
13071 - Photographer I	14.44
13072 - Photographer II	15.01
13073 - Photographer III	18.59
13074 - Photographer IV	22.40
13075 - Photographer V	24.90
13110 - Video Teleconference Technician	17.50
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.20
14042 - Computer Operator II	19.24
14043 - Computer Operator III	21.45
14044 - Computer Operator IV	23.84
14045 - Computer Operator V	26.40
14071 - Computer Programmer I (see 1)	25.09
14072 - Computer Programmer II (see 1)	25.31
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	17.20
14160 - Personal Computer Support Technician	23.84
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.93
15020 - Aircrew Training Devices Instructor (Rated)	35.00
15030 - Air Crew Training Devices Instructor (Pilot)	41.95
15050 - Computer Based Training Specialist / Instructor	28.93
15060 - Educational Technologist	33.91
15070 - Flight Instructor (Pilot)	39.94
15080 - Graphic Artist	24.69
15090 - Technical Instructor	23.83
15095 - Technical Instructor/Course Developer	29.15
15110 - Test Proctor	19.24
15120 - Tutor	19.24
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.81
16030 - Counter Attendant	9.81
16040 - Dry Cleaner	12.93
16070 - Finisher, Flatwork, Machine	9.81
16090 - Presser, Hand	9.81
16110 - Presser, Machine, Drycleaning	9.81
16130 - Presser, Machine, Shirts	9.81
16160 - Presser, Machine, Wearing Apparel, Laundry	9.81
16190 - Sewing Machine Operator	14.02
16220 - Tailor	15.09
16250 - Washer, Machine	10.97
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.46
19040 - Tool And Die Maker	22.45
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.74
21030 - Material Coordinator	19.67

21040 - Material Expediter	19.67	
21050 - Material Handling Laborer	13.01	
21071 - Order Filler	13.62	
21080 - Production Line Worker (Food Processing)		14.74
21110 - Shipping Packer	13.86	
21130 - Shipping/Receiving Clerk	14.47	
21140 - Store Worker I	11.48	
21150 - Stock Clerk	16.46	
21210 - Tools And Parts Attendant	14.74	
21410 - Warehouse Specialist	14.74	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	26.76	
23021 - Aircraft Mechanic I	25.12	
23022 - Aircraft Mechanic II	26.76	
23023 - Aircraft Mechanic III	28.32	
23040 - Aircraft Mechanic Helper	17.97	
23050 - Aircraft, Painter	22.08	
23060 - Aircraft Servicer	20.63	
23080 - Aircraft Worker	21.95	
23110 - Appliance Mechanic	18.74	
23120 - Bicycle Repairer	12.83	
23125 - Cable Splicer	21.54	
23130 - Carpenter, Maintenance	20.20	
23140 - Carpet Layer	17.91	
23160 - Electrician, Maintenance	22.60	
23181 - Electronics Technician Maintenance I	21.00	
23182 - Electronics Technician Maintenance II	24.64	
23183 - Electronics Technician Maintenance III	26.34	
23260 - Fabric Worker	15.61	
23290 - Fire Alarm System Mechanic	17.94	
23310 - Fire Extinguisher Repairer	14.43	
23311 - Fuel Distribution System Mechanic	22.06	
23312 - Fuel Distribution System Operator	16.26	
23370 - General Maintenance Worker	17.92	
23380 - Ground Support Equipment Mechanic	25.12	
23381 - Ground Support Equipment Servicer	20.63	
23382 - Ground Support Equipment Worker	21.95	
23391 - Gunsmith I	18.65	
23392 - Gunsmith II	20.94	
23393 - Gunsmith III	21.98	
23410 - Heating, Ventilation And Air-Conditioning Mechanic		20.81
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)		21.85
23430 - Heavy Equipment Mechanic	21.25	
23440 - Heavy Equipment Operator	18.92	
23460 - Instrument Mechanic	23.76	
23465 - Laboratory/Shelter Mechanic	18.31	
23470 - Laborer	11.70	
23510 - Locksmith	15.46	
23530 - Machinery Maintenance Mechanic		20.58
23550 - Machinist, Maintenance	18.32	
23580 - Maintenance Trades Helper	13.78	
23591 - Metrology Technician I	22.45	



23592 - Metrology Technician II	23.91	
23593 - Metrology Technician III	25.31	
23640 - Millwright	22.37	
23710 - Office Appliance Repairer	20.06	
23760 - Painter, Maintenance	17.36	
23790 - Pipefitter, Maintenance	21.57	
23810 - Plumber, Maintenance	20.54	
23820 - Pneudraulic Systems Mechanic	19.57	
23850 - Rigger	21.30	
23870 - Scale Mechanic	17.11	
23890 - Sheet-Metal Worker, Maintenance	19.19	
23910 - Small Engine Mechanic	16.93	
23931 - Telecommunications Mechanic I	26.53	
23932 - Telecommunications Mechanic II	29.28	
23950 - Telephone Lineman	20.47	
23960 - Welder, Combination, Maintenance	16.33	
23965 - Well Driller	17.53	
23970 - Woodcraft Worker	19.57	
23980 - Woodworker	13.76	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	10.36	
24580 - Child Care Center Clerk	12.63	
24610 - Chore Aide	10.93	
24620 - Family Readiness And Support Services Coordinator	14.03	
24630 - Homemaker	16.76	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	21.71	
25040 - Sewage Plant Operator	17.93	
25070 - Stationary Engineer	21.71	
25190 - Ventilation Equipment Tender	13.51	
25210 - Water Treatment Plant Operator	17.93	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	14.85	
27007 - Baggage Inspector	12.47	
27008 - Corrections Officer	14.99	
27010 - Court Security Officer	17.55	
27030 - Detection Dog Handler	16.44	
27040 - Detention Officer	15.32	
27070 - Firefighter	17.97	
27101 - Guard I	12.47	
27102 - Guard II	16.44	
27131 - Police Officer I	19.70	
27132 - Police Officer II	21.89	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	10.92	
28042 - Carnival Equipment Repairer	12.69	
28043 - Carnival Equipment Worker	8.19	
28210 - Gate Attendant/Gate Tender	15.26	
28310 - Lifeguard	11.33	
28350 - Park Attendant (Aide)	17.08	
28510 - Recreation Aide/Health Facility Attendant	10.14	
28515 - Recreation Specialist	13.65	
28630 - Sports Official	12.93	

28690 - Swimming Pool Operator	18.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.62
29020 - Hatch Tender	19.62
29030 - Line Handler	19.62
29041 - Stevedore I	18.07
29042 - Stevedore II	20.99
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.30
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.78
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.38
30021 - Archeological Technician I	19.76
30022 - Archeological Technician II	21.45
30023 - Archeological Technician III	27.39
30030 - Cartographic Technician	26.56
30040 - Civil Engineering Technician	19.26
30061 - Drafter/CAD Operator I	19.76
30062 - Drafter/CAD Operator II	21.45
30063 - Drafter/CAD Operator III	23.91
30064 - Drafter/CAD Operator IV	29.42
30081 - Engineering Technician I	16.64
30082 - Engineering Technician II	20.00
30083 - Engineering Technician III	20.90
30084 - Engineering Technician IV	26.47
30085 - Engineering Technician V	31.68
30086 - Engineering Technician VI	37.02
30090 - Environmental Technician	22.75
30210 - Laboratory Technician	17.80
30240 - Mathematical Technician	25.03
30361 - Paralegal/Legal Assistant I	19.41
30362 - Paralegal/Legal Assistant II	24.05
30363 - Paralegal/Legal Assistant III	29.41
30364 - Paralegal/Legal Assistant IV	35.56
30390 - Photo-Optics Technician	26.56
30461 - Technical Writer I	26.07
30462 - Technical Writer II	30.07
30463 - Technical Writer III	36.37
30491 - Unexploded Ordnance (UXO) Technician I	23.76
30492 - Unexploded Ordnance (UXO) Technician II	28.74
30493 - Unexploded Ordnance (UXO) Technician III	34.45
30494 - Unexploded (UXO) Safety Escort	23.76
30495 - Unexploded (UXO) Sweep Personnel	23.76
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	23.91
30621 - Weather Observer, Senior (see 2)	27.39
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.49
31030 - Bus Driver	17.43
31043 - Driver Courier	13.94
31260 - Parking and Lot Attendant	9.40
31290 - Shuttle Bus Driver	15.38
31310 - Taxi Driver	10.70
31361 - Truckdriver, Light	15.38
31362 - Truckdriver, Medium	16.81

31363 - Truckdriver, Heavy	20.87
31364 - Truckdriver, Tractor-Trailer	20.87
99000 - Miscellaneous Occupations	
99030 - Cashier	9.25
99050 - Desk Clerk	10.05
99095 - Embalmer	26.90
99251 - Laboratory Animal Caretaker I	10.03
99252 - Laboratory Animal Caretaker II	11.03
99310 - Mortician	29.59
99410 - Pest Controller	14.59
99510 - Photofinishing Worker	16.45
99710 - Recycling Laborer	15.00
99711 - Recycling Specialist	18.87
99730 - Refuse Collector	13.06
99810 - Sales Clerk	13.50
99820 - School Crossing Guard	13.53
99830 - Survey Party Chief	20.64
99831 - Surveying Aide	12.11
99832 - Surveying Technician	17.05
99840 - Vending Machine Attendant	11.69
99841 - Vending Machine Repairer	14.27
99842 - Vending Machine Repairer Helper	11.69

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 8 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.

WD 05-2167 (Rev.-15) was first posted on [www.wdol.gov](http://www.wdol.gov) on 12/30/2014

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Wage Determination No.: 2005-2167  
Diane C. Koplewski Division of | Revision No.: 15  
Director Wage Determinations | Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Illinois

Area: Illinois Counties of Cook, De Kalb, Du Page, Kane, Lake, Lee, McHenry

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	17.25	
01012 - Accounting Clerk II	19.37	
01013 - Accounting Clerk III	21.66	
01020 - Administrative Assistant	28.01	
01040 - Court Reporter	20.25	
01051 - Data Entry Operator I	14.81	
01052 - Data Entry Operator II	16.15	
01060 - Dispatcher, Motor Vehicle	22.93	
01070 - Document Preparation Clerk	13.67	
01090 - Duplicating Machine Operator	13.67	
01111 - General Clerk I	12.73	
01112 - General Clerk II	13.89	
01113 - General Clerk III	16.34	
01120 - Housing Referral Assistant	22.12	
01141 - Messenger Courier	11.93	
01191 - Order Clerk I	16.00	
01192 - Order Clerk II	17.58	
01261 - Personnel Assistant (Employment) I	17.84	
01262 - Personnel Assistant (Employment) II	19.95	
01263 - Personnel Assistant (Employment) III	22.24	
01270 - Production Control Clerk	21.43	
01280 - Receptionist	13.53	
01290 - Rental Clerk	17.41	

01300 - Scheduler, Maintenance	18.36
01311 - Secretary I	18.36
01312 - Secretary II	19.84
01313 - Secretary III	22.12
01320 - Service Order Dispatcher	21.04
01410 - Supply Technician	28.01
01420 - Survey Worker	19.19
01531 - Travel Clerk I	13.20
01532 - Travel Clerk II	14.27
01533 - Travel Clerk III	15.44
01611 - Word Processor I	15.50
01612 - Word Processor II	17.41
01613 - Word Processor III	19.47
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.89
05010 - Automotive Electrician	24.16
05040 - Automotive Glass Installer	23.05
05070 - Automotive Worker	23.05
05110 - Mobile Equipment Servicer	20.85
05130 - Motor Equipment Metal Mechanic	27.79
05160 - Motor Equipment Metal Worker	23.05
05190 - Motor Vehicle Mechanic	27.79
05220 - Motor Vehicle Mechanic Helper	19.73
05250 - Motor Vehicle Upholstery Worker	21.96
05280 - Motor Vehicle Wrecker	23.09
05310 - Painter, Automotive	24.16
05340 - Radiator Repair Specialist	23.05
05370 - Tire Repairer	15.92
05400 - Transmission Repair Specialist	27.79
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.71
07041 - Cook I	13.34
07042 - Cook II	15.03
07070 - Dishwasher	10.19
07130 - Food Service Worker	10.52
07210 - Meat Cutter	13.72
07260 - Waiter/Waitress	9.96
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.06
09040 - Furniture Handler	14.52
09080 - Furniture Refinisher	20.06
09090 - Furniture Refinisher Helper	16.37
09110 - Furniture Repairer, Minor	18.23
09130 - Upholsterer	20.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.32
11060 - Elevator Operator	12.32
11090 - Gardener	16.87
11122 - Housekeeping Aide	12.75
11150 - Janitor	12.75
11210 - Laborer, Grounds Maintenance	13.50
11240 - Maid or Houseman	12.11
11260 - Pruner	12.35
11270 - Tractor Operator	15.81



11330 - Trail Maintenance Worker	13.50	
11360 - Window Cleaner	13.95	
12000 - Health Occupations		
12010 - Ambulance Driver	17.39	
12011 - Breath Alcohol Technician	18.40	
12012 - Certified Occupational Therapist Assistant	23.55	
12015 - Certified Physical Therapist Assistant	24.61	
12020 - Dental Assistant	15.74	
12025 - Dental Hygienist	31.96	
12030 - EKG Technician	26.94	
12035 - Electroneurodiagnostic Technologist	26.94	
12040 - Emergency Medical Technician	17.39	
12071 - Licensed Practical Nurse I	18.53	
12072 - Licensed Practical Nurse II	20.72	
12073 - Licensed Practical Nurse III	23.10	
12100 - Medical Assistant	15.83	
12130 - Medical Laboratory Technician	19.40	
12160 - Medical Record Clerk	16.98	
12190 - Medical Record Technician	18.38	
12195 - Medical Transcriptionist	17.07	
12210 - Nuclear Medicine Technologist	34.34	
12221 - Nursing Assistant I	11.40	
12222 - Nursing Assistant II	12.82	
12223 - Nursing Assistant III	13.99	
12224 - Nursing Assistant IV	15.71	
12235 - Optical Dispenser	15.59	
12236 - Optical Technician	17.48	
12250 - Pharmacy Technician	15.58	
12280 - Phlebotomist	15.71	
12305 - Radiologic Technologist	31.10	
12311 - Registered Nurse I	29.17	
12312 - Registered Nurse II	32.57	
12313 - Registered Nurse II, Specialist	32.57	
12314 - Registered Nurse III	38.43	
12315 - Registered Nurse III, Anesthetist	38.43	
12316 - Registered Nurse IV	46.07	
12317 - Scheduler (Drug and Alcohol Testing)	23.53	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	21.92	
13012 - Exhibits Specialist II	27.16	
13013 - Exhibits Specialist III	33.22	
13041 - Illustrator I	21.63	
13042 - Illustrator II	26.80	
13043 - Illustrator III	32.77	
13047 - Librarian	35.08	
13050 - Library Aide/Clerk	14.14	
13054 - Library Information Technology Systems Administrator	29.01	
13058 - Library Technician	17.38	
13061 - Media Specialist I	21.16	
13062 - Media Specialist II	23.66	
13063 - Media Specialist III	26.39	
13071 - Photographer I	18.50	
13072 - Photographer II	20.70	

13073 - Photographer III	25.64	
13074 - Photographer IV	31.35	
13075 - Photographer V	37.94	
13110 - Video Teleconference Technician		17.89
14000 - Information Technology Occupations		
14041 - Computer Operator I	18.11	
14042 - Computer Operator II	20.25	
14043 - Computer Operator III	22.58	
14044 - Computer Operator IV	25.09	
14045 - Computer Operator V	27.79	
14071 - Computer Programmer I	(see 1)	25.49
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator	18.11	
14160 - Personal Computer Support Technician	25.09	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.22	
15020 - Aircrew Training Devices Instructor (Rated)	41.82	
15030 - Air Crew Training Devices Instructor (Pilot)	46.94	
15050 - Computer Based Training Specialist / Instructor	36.22	
15060 - Educational Technologist	30.14	
15070 - Flight Instructor (Pilot)	46.94	
15080 - Graphic Artist	26.41	
15090 - Technical Instructor	27.45	
15095 - Technical Instructor/Course Developer	26.88	
15110 - Test Proctor	17.84	
15120 - Tutor	17.74	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	9.53	
16030 - Counter Attendant	9.53	
16040 - Dry Cleaner	12.42	
16070 - Finisher, Flatwork, Machine	9.53	
16090 - Presser, Hand	9.53	
16110 - Presser, Machine, Drycleaning	9.53	
16130 - Presser, Machine, Shirts	9.53	
16160 - Presser, Machine, Wearing Apparel, Laundry	9.53	
16190 - Sewing Machine Operator	13.37	
16220 - Tailor	14.31	
16250 - Washer, Machine	10.54	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)	23.40	
19040 - Tool And Die Maker	28.57	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	16.53	
21030 - Material Coordinator	21.74	
21040 - Material Expediter	21.74	
21050 - Material Handling Laborer	18.12	
21071 - Order Filler	13.80	
21080 - Production Line Worker (Food Processing)	16.53	
21110 - Shipping Packer	16.66	

21130 - Shipping/Receiving Clerk	16.66
21140 - Store Worker I	13.87
21150 - Stock Clerk	18.17
21210 - Tools And Parts Attendant	16.53
21410 - Warehouse Specialist	16.53
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.96
23021 - Aircraft Mechanic I	28.38
23022 - Aircraft Mechanic II	29.96
23023 - Aircraft Mechanic III	31.40
23040 - Aircraft Mechanic Helper	20.38
23050 - Aircraft, Painter	24.99
23060 - Aircraft Servicer	23.85
23080 - Aircraft Worker	25.02
23110 - Appliance Mechanic	22.50
23120 - Bicycle Repairer	15.92
23125 - Cable Splicer	27.69
23130 - Carpenter, Maintenance	31.86
23140 - Carpet Layer	29.49
23160 - Electrician, Maintenance	34.00
23181 - Electronics Technician Maintenance I	26.30
23182 - Electronics Technician Maintenance II	27.75
23183 - Electronics Technician Maintenance III	29.24
23260 - Fabric Worker	21.01
23290 - Fire Alarm System Mechanic	27.57
23310 - Fire Extinguisher Repairer	21.36
23311 - Fuel Distribution System Mechanic	27.14
23312 - Fuel Distribution System Operator	22.65
23370 - General Maintenance Worker	23.74
23380 - Ground Support Equipment Mechanic	28.38
23381 - Ground Support Equipment Servicer	23.85
23382 - Ground Support Equipment Worker	25.20
23391 - Gunsmith I	21.36
23392 - Gunsmith II	24.07
23393 - Gunsmith III	26.76
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.18
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	26.46
23430 - Heavy Equipment Mechanic	28.00
23440 - Heavy Equipment Operator	35.59
23460 - Instrument Mechanic	24.39
23465 - Laboratory/Shelter Mechanic	25.18
23470 - Laborer	13.78
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	23.74
23550 - Machinist, Maintenance	27.46
23580 - Maintenance Trades Helper	16.14
23591 - Metrology Technician I	24.39
23592 - Metrology Technician II	25.63
23593 - Metrology Technician III	26.82
23640 - Millwright	29.97
23710 - Office Appliance Repairer	23.17
23760 - Painter, Maintenance	23.57

23790 - Pipefitter, Maintenance	31.00
23810 - Plumber, Maintenance	29.42
23820 - Pneudraulic Systems Mechanic	26.76
23850 - Rigger	28.51
23870 - Scale Mechanic	24.07
23890 - Sheet-Metal Worker, Maintenance	30.39
23910 - Small Engine Mechanic	19.13
23931 - Telecommunications Mechanic I	27.78
23932 - Telecommunications Mechanic II	29.10
23950 - Telephone Lineman	27.68
23960 - Welder, Combination, Maintenance	20.97
23965 - Well Driller	27.68
23970 - Woodcraft Worker	26.76
23980 - Woodworker	18.02
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.86
24580 - Child Care Center Clerk	14.27
24610 - Chore Aide	9.44
24620 - Family Readiness And Support Services Coordinator	14.63
24630 - Homemaker	16.03
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.89
25040 - Sewage Plant Operator	27.09
25070 - Stationary Engineer	30.89
25190 - Ventilation Equipment Tender	23.04
25210 - Water Treatment Plant Operator	27.09
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.57
27007 - Baggage Inspector	12.10
27008 - Corrections Officer	28.69
27010 - Court Security Officer	28.69
27030 - Detection Dog Handler	16.66
27040 - Detention Officer	28.69
27070 - Firefighter	27.04
27101 - Guard I	12.10
27102 - Guard II	16.66
27131 - Police Officer I	30.33
27132 - Police Officer II	33.11
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.37
28042 - Carnival Equipment Repairer	14.31
28043 - Carnival Equipment Worker	10.02
28210 - Gate Attendant/Gate Tender	16.44
28310 - Lifeguard	13.10
28350 - Park Attendant (Aide)	18.37
28510 - Recreation Aide/Health Facility Attendant	10.81
28515 - Recreation Specialist	17.46
28630 - Sports Official	14.64
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.68
29020 - Hatch Tender	24.68
29030 - Line Handler	24.68

29041 - Stevedore I	23.37	
29042 - Stevedore II	26.05	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		39.20
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		27.03
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		29.77
30021 - Archeological Technician I	17.64	
30022 - Archeological Technician II	19.73	
30023 - Archeological Technician III	25.81	
30030 - Cartographic Technician	26.98	
30040 - Civil Engineering Technician	25.64	
30061 - Drafter/CAD Operator I	17.64	
30062 - Drafter/CAD Operator II	19.73	
30063 - Drafter/CAD Operator III	21.99	
30064 - Drafter/CAD Operator IV	28.96	
30081 - Engineering Technician I	18.16	
30082 - Engineering Technician II	20.39	
30083 - Engineering Technician III	22.81	
30084 - Engineering Technician IV	28.26	
30085 - Engineering Technician V	34.56	
30086 - Engineering Technician VI	45.66	
30090 - Environmental Technician	22.17	
30210 - Laboratory Technician	22.13	
30240 - Mathematical Technician	25.18	
30361 - Paralegal/Legal Assistant I	21.05	
30362 - Paralegal/Legal Assistant II	26.08	
30363 - Paralegal/Legal Assistant III	31.89	
30364 - Paralegal/Legal Assistant IV	38.59	
30390 - Photo-Optics Technician	26.33	
30461 - Technical Writer I	26.76	
30462 - Technical Writer II	32.65	
30463 - Technical Writer III	39.34	
30491 - Unexploded Ordnance (UXO) Technician I		24.91
30492 - Unexploded Ordnance (UXO) Technician II		30.14
30493 - Unexploded Ordnance (UXO) Technician III		36.13
30494 - Unexploded (UXO) Safety Escort		24.91
30495 - Unexploded (UXO) Sweep Personnel		24.91
30620 - Weather Observer, Combined Upper Air Or (see 2)		21.99
Surface Programs		
30621 - Weather Observer, Senior (see 2)		24.44
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	17.27	
31030 - Bus Driver	22.93	
31043 - Driver Courier	19.14	
31260 - Parking and Lot Attendant		12.59
31290 - Shuttle Bus Driver		21.43
31310 - Taxi Driver	15.18	
31361 - Truckdriver, Light	21.43	
31362 - Truckdriver, Medium	22.78	
31363 - Truckdriver, Heavy	24.15	
31364 - Truckdriver, Tractor-Trailer	24.15	
99000 - Miscellaneous Occupations		
99030 - Cashier	9.94	
99050 - Desk Clerk	11.94	

99095 - Embalmer	24.84
99251 - Laboratory Animal Caretaker I	14.03
99252 - Laboratory Animal Caretaker II	15.43
99310 - Mortician	35.46
99410 - Pest Controller	17.55
99510 - Photofinishing Worker	15.92
99710 - Recycling Laborer	22.41
99711 - Recycling Specialist	26.24
99730 - Refuse Collector	20.49
99810 - Sales Clerk	13.81
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	24.14
99831 - Surveying Aide	15.15
99832 - Surveying Technician	20.76
99840 - Vending Machine Attendant	14.63
99841 - Vending Machine Repairer	16.79
99842 - Vending Machine Repairer Helper	14.63

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$4.02 per hour or \$160.80 per week or \$696.79 per month

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

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

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

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds

\$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

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

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

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

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

## **\*\* UNIFORM ALLOWANCE \*\***

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

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

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

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

### **Conformance Process:**

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

The process for preparing a conformance request is as follows:



1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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.

WD 05-2513 (Rev.-15) was first posted on [www.wdol.gov](http://www.wdol.gov) on 12/30/2014

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Wage Determination No.: 2005-2513

Diane C. Koplewski Division of | Revision No.: 15  
Director Wage Determinations | Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Texas

Area: Texas Counties of Erath, Hood, Jack, Johnson, Montague, Palo Pinto, Parker, Somervell, Tarrant, Wise

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	14.36	
01012 - Accounting Clerk II	16.13	
01013 - Accounting Clerk III	18.03	
01020 - Administrative Assistant	26.46	
01040 - Court Reporter	17.29	
01051 - Data Entry Operator I	13.20	
01052 - Data Entry Operator II	14.41	
01060 - Dispatcher, Motor Vehicle	21.20	
01070 - Document Preparation Clerk	14.24	
01090 - Duplicating Machine Operator	14.24	
01111 - General Clerk I	11.32	
01112 - General Clerk II	12.79	
01113 - General Clerk III	15.78	
01120 - Housing Referral Assistant	21.60	
01141 - Messenger Courier	11.77	
01191 - Order Clerk I	13.66	
01192 - Order Clerk II	14.91	
01261 - Personnel Assistant (Employment) I	16.75	
01262 - Personnel Assistant (Employment) II	18.73	
01263 - Personnel Assistant (Employment) III	20.88	
01270 - Production Control Clerk	21.36	
01280 - Receptionist	13.60	

01290 - Rental Clerk	15.30
01300 - Scheduler, Maintenance	17.32
01311 - Secretary I	17.32
01312 - Secretary II	19.38
01313 - Secretary III	21.60
01320 - Service Order Dispatcher	18.82
01410 - Supply Technician	25.99
01420 - Survey Worker	17.29
01531 - Travel Clerk I	13.07
01532 - Travel Clerk II	14.04
01533 - Travel Clerk III	15.06
01611 - Word Processor I	12.80
01612 - Word Processor II	15.30
01613 - Word Processor III	17.29
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.31
05010 - Automotive Electrician	21.40
05040 - Automotive Glass Installer	21.40
05070 - Automotive Worker	21.93
05110 - Mobile Equipment Servicer	16.07
05130 - Motor Equipment Metal Mechanic	22.98
05160 - Motor Equipment Metal Worker	21.40
05190 - Motor Vehicle Mechanic	22.99
05220 - Motor Vehicle Mechanic Helper	17.15
05250 - Motor Vehicle Upholstery Worker	20.43
05280 - Motor Vehicle Wrecker	20.43
05310 - Painter, Automotive	19.45
05340 - Radiator Repair Specialist	20.43
05370 - Tire Repairer	11.39
05400 - Transmission Repair Specialist	22.98
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.14
07041 - Cook I	10.33
07042 - Cook II	11.69
07070 - Dishwasher	8.55
07130 - Food Service Worker	9.61
07210 - Meat Cutter	13.63
07260 - Waiter/Waitress	9.03
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.72
09040 - Furniture Handler	11.79
09080 - Furniture Refinisher	14.72
09090 - Furniture Refinisher Helper	11.79
09110 - Furniture Repairer, Minor	12.94
09130 - Upholsterer	14.29
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.82
11060 - Elevator Operator	9.70
11090 - Gardener	13.58
11122 - Housekeeping Aide	9.70
11150 - Janitor	9.70
11210 - Laborer, Grounds Maintenance	10.39
11240 - Maid or Houseman	8.47
11260 - Pruner	11.58

11270 - Tractor Operator	12.47	
11330 - Trail Maintenance Worker	11.07	
11360 - Window Cleaner	11.02	
12000 - Health Occupations		
12010 - Ambulance Driver	16.96	
12011 - Breath Alcohol Technician	19.80	
12012 - Certified Occupational Therapist Assistant	28.62	
12015 - Certified Physical Therapist Assistant	27.35	
12020 - Dental Assistant	19.08	
12025 - Dental Hygienist	36.14	
12030 - EKG Technician	28.89	
12035 - Electroneurodiagnostic Technologist	28.89	
12040 - Emergency Medical Technician	16.96	
12071 - Licensed Practical Nurse I	18.42	
12072 - Licensed Practical Nurse II	20.60	
12073 - Licensed Practical Nurse III	22.96	
12100 - Medical Assistant	14.89	
12130 - Medical Laboratory Technician	19.22	
12160 - Medical Record Clerk	15.45	
12190 - Medical Record Technician	17.26	
12195 - Medical Transcriptionist	17.87	
12210 - Nuclear Medicine Technologist	33.52	
12221 - Nursing Assistant I	10.43	
12222 - Nursing Assistant II	11.72	
12223 - Nursing Assistant III	12.80	
12224 - Nursing Assistant IV	14.36	
12235 - Optical Dispenser	15.48	
12236 - Optical Technician	13.78	
12250 - Pharmacy Technician	15.18	
12280 - Phlebotomist	14.36	
12305 - Radiologic Technologist	25.82	
12311 - Registered Nurse I	25.82	
12312 - Registered Nurse II	31.58	
12313 - Registered Nurse II, Specialist	31.58	
12314 - Registered Nurse III	38.19	
12315 - Registered Nurse III, Anesthetist	38.19	
12316 - Registered Nurse IV	45.78	
12317 - Scheduler (Drug and Alcohol Testing)	24.53	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	20.65	
13012 - Exhibits Specialist II	25.77	
13013 - Exhibits Specialist III	31.28	
13041 - Illustrator I	24.95	
13042 - Illustrator II	30.91	
13043 - Illustrator III	37.82	
13047 - Librarian	31.56	
13050 - Library Aide/Clerk	14.33	
13054 - Library Information Technology Systems Administrator	27.42	
13058 - Library Technician	15.98	
13061 - Media Specialist I	19.78	
13062 - Media Specialist II	22.13	
13063 - Media Specialist III	24.67	
13071 - Photographer I	16.50	

13072 - Photographer II	18.46	
13073 - Photographer III	22.87	
13074 - Photographer IV	27.97	
13075 - Photographer V	33.85	
13110 - Video Teleconference Technician		21.59
14000 - Information Technology Occupations		
14041 - Computer Operator I	15.91	
14042 - Computer Operator II	17.80	
14043 - Computer Operator III	21.23	
14044 - Computer Operator IV	24.67	
14045 - Computer Operator V	27.62	
14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator	15.91	
14160 - Personal Computer Support Technician	24.67	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.04
15020 - Aircrew Training Devices Instructor (Rated)		42.54
15030 - Air Crew Training Devices Instructor (Pilot)		50.81
15050 - Computer Based Training Specialist / Instructor		35.04
15060 - Educational Technologist	30.46	
15070 - Flight Instructor (Pilot)	50.81	
15080 - Graphic Artist	22.70	
15090 - Technical Instructor	22.61	
15095 - Technical Instructor/Course Developer		27.44
15110 - Test Proctor	18.16	
15120 - Tutor	18.16	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	9.32	
16030 - Counter Attendant	9.32	
16040 - Dry Cleaner	11.86	
16070 - Finisher, Flatwork, Machine	9.32	
16090 - Presser, Hand	9.32	
16110 - Presser, Machine, Drycleaning	9.32	
16130 - Presser, Machine, Shirts	9.32	
16160 - Presser, Machine, Wearing Apparel, Laundry		9.32
16190 - Sewing Machine Operator		12.50
16220 - Tailor	13.33	
16250 - Washer, Machine	10.19	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		18.91
19040 - Tool And Die Maker	22.87	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	15.02	
21030 - Material Coordinator	19.45	
21040 - Material Expediter	19.45	
21050 - Material Handling Laborer	12.80	
21071 - Order Filler	13.57	
21080 - Production Line Worker (Food Processing)		15.02

21110 - Shipping Packer	13.52
21130 - Shipping/Receiving Clerk	13.52
21140 - Store Worker I	11.85
21150 - Stock Clerk	15.94
21210 - Tools And Parts Attendant	15.02
21410 - Warehouse Specialist	15.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.47
23021 - Aircraft Mechanic I	29.07
23022 - Aircraft Mechanic II	30.47
23023 - Aircraft Mechanic III	31.89
23040 - Aircraft Mechanic Helper	19.71
23050 - Aircraft, Painter	21.37
23060 - Aircraft Servicer	22.61
23080 - Aircraft Worker	23.52
23110 - Appliance Mechanic	17.18
23120 - Bicycle Repairer	11.39
23125 - Cable Splicer	21.60
23130 - Carpenter, Maintenance	17.25
23140 - Carpet Layer	15.34
23160 - Electrician, Maintenance	20.94
23181 - Electronics Technician Maintenance I	25.82
23182 - Electronics Technician Maintenance II	27.21
23183 - Electronics Technician Maintenance III	28.68
23260 - Fabric Worker	15.63
23290 - Fire Alarm System Mechanic	19.04
23310 - Fire Extinguisher Repairer	15.48
23311 - Fuel Distribution System Mechanic	19.28
23312 - Fuel Distribution System Operator	15.47
23370 - General Maintenance Worker	17.70
23380 - Ground Support Equipment Mechanic	29.07
23381 - Ground Support Equipment Servicer	22.61
23382 - Ground Support Equipment Worker	23.52
23391 - Gunsmith I	15.48
23392 - Gunsmith II	17.79
23393 - Gunsmith III	19.76
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.50
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.44
23430 - Heavy Equipment Mechanic	19.71
23440 - Heavy Equipment Operator	16.87
23460 - Instrument Mechanic	22.51
23465 - Laboratory/Shelter Mechanic	18.74
23470 - Laborer	12.10
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	21.04
23550 - Machinist, Maintenance	17.89
23580 - Maintenance Trades Helper	12.97
23591 - Metrology Technician I	22.51
23592 - Metrology Technician II	23.59
23593 - Metrology Technician III	24.69
23640 - Millwright	22.28
23710 - Office Appliance Repairer	18.30

23760 - Painter, Maintenance	16.19
23790 - Pipefitter, Maintenance	22.46
23810 - Plumber, Maintenance	21.38
23820 - Pneudraulic Systems Mechanic	19.76
23850 - Rigger	21.88
23870 - Scale Mechanic	17.79
23890 - Sheet-Metal Worker, Maintenance	18.28
23910 - Small Engine Mechanic	17.03
23931 - Telecommunications Mechanic I	22.19
23932 - Telecommunications Mechanic II	23.17
23950 - Telephone Lineman	21.40
23960 - Welder, Combination, Maintenance	17.75
23965 - Well Driller	20.07
23970 - Woodcraft Worker	19.76
23980 - Woodworker	15.47
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	13.39
24610 - Chore Aide	8.60
24620 - Family Readiness And Support Services Coordinator	13.70
24630 - Homemaker	17.73
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.92
25040 - Sewage Plant Operator	17.52
25070 - Stationary Engineer	22.92
25190 - Ventilation Equipment Tender	15.57
25210 - Water Treatment Plant Operator	17.52
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.51
27007 - Baggage Inspector	14.10
27008 - Corrections Officer	19.21
27010 - Court Security Officer	23.50
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	21.13
27070 - Firefighter	22.87
27101 - Guard I	14.10
27102 - Guard II	16.92
27131 - Police Officer I	27.08
27132 - Police Officer II	30.10
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.31
28042 - Carnival Equipment Repairer	13.07
28043 - Carnival Equipment Worker	9.50
28210 - Gate Attendant/Gate Tender	14.18
28310 - Lifeguard	11.19
28350 - Park Attendant (Aide)	15.86
28510 - Recreation Aide/Health Facility Attendant	11.57
28515 - Recreation Specialist	18.00
28630 - Sports Official	12.63
28690 - Swimming Pool Operator	18.88
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.83
29020 - Hatch Tender	18.83

29030 - Line Handler	18.83	
29041 - Stevedore I	16.48	
29042 - Stevedore II	18.79	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		37.81
30011 - Air Traffic Control Specialist, Station (HFO) (see 3)		26.07
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 3)		28.72
30021 - Archeological Technician I	19.29	
30022 - Archeological Technician II	22.30	
30023 - Archeological Technician III	27.75	
30030 - Cartographic Technician	27.75	
30040 - Civil Engineering Technician	24.64	
30061 - Drafter/CAD Operator I	20.07	
30062 - Drafter/CAD Operator II	22.40	
30063 - Drafter/CAD Operator III	24.97	
30064 - Drafter/CAD Operator IV	30.73	
30081 - Engineering Technician I	17.56	
30082 - Engineering Technician II	19.70	
30083 - Engineering Technician III	22.03	
30084 - Engineering Technician IV	27.30	
30085 - Engineering Technician V	33.40	
30086 - Engineering Technician VI	40.41	
30090 - Environmental Technician	24.73	
30210 - Laboratory Technician	21.60	
30240 - Mathematical Technician	27.75	
30361 - Paralegal/Legal Assistant I	18.92	
30362 - Paralegal/Legal Assistant II	23.44	
30363 - Paralegal/Legal Assistant III	28.67	
30364 - Paralegal/Legal Assistant IV	34.70	
30390 - Photo-Optics Technician	27.75	
30461 - Technical Writer I	25.09	
30462 - Technical Writer II	30.68	
30463 - Technical Writer III	37.13	
30491 - Unexploded Ordnance (UXO) Technician I		24.03
30492 - Unexploded Ordnance (UXO) Technician II		29.08
30493 - Unexploded Ordnance (UXO) Technician III		34.85
30494 - Unexploded (UXO) Safety Escort		24.03
30495 - Unexploded (UXO) Sweep Personnel		24.03
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 3)	24.97
30621 - Weather Observer, Senior	(see 3)	25.23
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	10.18	
31030 - Bus Driver	14.88	
31043 - Driver Courier	16.55	
31260 - Parking and Lot Attendant	8.87	
31290 - Shuttle Bus Driver	18.09	
31310 - Taxi Driver	9.76	
31361 - Truckdriver, Light	18.09	
31362 - Truckdriver, Medium	20.50	
31363 - Truckdriver, Heavy	21.04	
31364 - Truckdriver, Tractor-Trailer	21.04	
99000 - Miscellaneous Occupations		
99030 - Cashier	9.76	



99050 - Desk Clerk	9.75
99095 - Embalmer	20.05
99251 - Laboratory Animal Caretaker I	10.86
99252 - Laboratory Animal Caretaker II	11.87
99310 - Mortician	23.40
99410 - Pest Controller	17.39
99510 - Photofinishing Worker	13.86
99710 - Recycling Laborer	15.88
99711 - Recycling Specialist	18.87
99730 - Refuse Collector	14.05
99810 - Sales Clerk	13.65
99820 - School Crossing Guard	9.97
99830 - Survey Party Chief	24.51
99831 - Surveying Aide	14.21
99832 - Surveying Technician	17.89
99840 - Vending Machine Attendant	14.09
99841 - Vending Machine Repairer	17.06
99842 - Vending Machine Repairer Helper	14.05

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$4.02 per hour or \$160.80 per week or \$696.79 per month

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

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

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

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey

data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

2) **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 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.

WD 05-2491 (Rev.-14) was first posted on www.wdol.gov on 12/30/2014

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Wage Determination No.: 2005-2491

Diane C. Koplewski Division of | Revision No.: 14  
Director Wage Determinations | Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: Georgia, Tennessee

Area: Georgia Counties of Catoosa, Dade, Walker  
Tennessee Counties of Bledsoe, Bradley, Coffee, Franklin, Grundy, Hamilton, Marion, McMinn, Meigs, Polk, Rhea, Sequatchie, Van Buren

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	12.60	
01012 - Accounting Clerk II	15.10	
01013 - Accounting Clerk III	15.83	
01020 - Administrative Assistant	18.45	
01040 - Court Reporter	13.86	
01051 - Data Entry Operator I	12.16	
01052 - Data Entry Operator II	13.27	
01060 - Dispatcher, Motor Vehicle	18.58	
01070 - Document Preparation Clerk	12.05	
01090 - Duplicating Machine Operator	12.05	
01111 - General Clerk I	11.34	
01112 - General Clerk II	12.81	
01113 - General Clerk III	13.89	
01120 - Housing Referral Assistant	16.37	
01141 - Messenger Courier	10.02	
01191 - Order Clerk I	11.53	
01192 - Order Clerk II	12.57	
01261 - Personnel Assistant (Employment) I	12.60	
01262 - Personnel Assistant (Employment) II	14.57	
01263 - Personnel Assistant (Employment) III	15.86	
01270 - Production Control Clerk	19.20	

01280 - Receptionist	11.46
01290 - Rental Clerk	11.13
01300 - Scheduler, Maintenance	13.12
01311 - Secretary I	13.12
01312 - Secretary II	14.67
01313 - Secretary III	16.37
01320 - Service Order Dispatcher	14.61
01410 - Supply Technician	18.45
01420 - Survey Worker	14.55
01531 - Travel Clerk I	11.08
01532 - Travel Clerk II	11.72
01533 - Travel Clerk III	12.50
01611 - Word Processor I	13.83
01612 - Word Processor II	15.53
01613 - Word Processor III	17.37
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.37
05010 - Automotive Electrician	18.03
05040 - Automotive Glass Installer	17.15
05070 - Automotive Worker	17.15
05110 - Mobile Equipment Servicer	15.38
05130 - Motor Equipment Metal Mechanic	18.87
05160 - Motor Equipment Metal Worker	17.15
05190 - Motor Vehicle Mechanic	17.44
05220 - Motor Vehicle Mechanic Helper	14.45
05250 - Motor Vehicle Upholstery Worker	16.26
05280 - Motor Vehicle Wrecker	17.15
05310 - Painter, Automotive	18.03
05340 - Radiator Repair Specialist	17.15
05370 - Tire Repairer	11.58
05400 - Transmission Repair Specialist	17.31
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.28
07041 - Cook I	9.34
07042 - Cook II	10.42
07070 - Dishwasher	7.95
07130 - Food Service Worker	8.34
07210 - Meat Cutter	12.93
07260 - Waiter/Waitress	8.08
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.19
09040 - Furniture Handler	11.43
09080 - Furniture Refinisher	16.51
09090 - Furniture Refinisher Helper	13.38
09110 - Furniture Repairer, Minor	14.96
09130 - Upholsterer	14.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	10.19
11090 - Gardener	11.35
11122 - Housekeeping Aide	10.19
11150 - Janitor	10.19
11210 - Laborer, Grounds Maintenance	10.27
11240 - Maid or Houseman	8.31

11260 - Pruner	8.94	
11270 - Tractor Operator	11.31	
11330 - Trail Maintenance Worker	10.27	
11360 - Window Cleaner	11.24	
12000 - Health Occupations		
12010 - Ambulance Driver	14.30	
12011 - Breath Alcohol Technician	15.33	
12012 - Certified Occupational Therapist Assistant	23.99	
12015 - Certified Physical Therapist Assistant	23.70	
12020 - Dental Assistant	15.16	
12025 - Dental Hygienist	27.47	
12030 - EKG Technician	21.96	
12035 - Electroneurodiagnostic Technologist	21.96	
12040 - Emergency Medical Technician	14.30	
12071 - Licensed Practical Nurse I	13.71	
12072 - Licensed Practical Nurse II	15.33	
12073 - Licensed Practical Nurse III	17.10	
12100 - Medical Assistant	13.24	
12130 - Medical Laboratory Technician	16.59	
12160 - Medical Record Clerk	12.53	
12190 - Medical Record Technician	14.02	
12195 - Medical Transcriptionist	15.54	
12210 - Nuclear Medicine Technologist	32.54	
12221 - Nursing Assistant I	10.45	
12222 - Nursing Assistant II	11.75	
12223 - Nursing Assistant III	12.82	
12224 - Nursing Assistant IV	14.39	
12235 - Optical Dispenser	16.99	
12236 - Optical Technician	13.69	
12250 - Pharmacy Technician	13.01	
12280 - Phlebotomist	14.39	
12305 - Radiologic Technologist	24.74	
12311 - Registered Nurse I	20.15	
12312 - Registered Nurse II	24.66	
12313 - Registered Nurse II, Specialist	24.66	
12314 - Registered Nurse III	29.84	
12315 - Registered Nurse III, Anesthetist	29.84	
12316 - Registered Nurse IV	35.75	
12317 - Scheduler (Drug and Alcohol Testing)	18.97	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	16.85	
13012 - Exhibits Specialist II	20.88	
13013 - Exhibits Specialist III	25.55	
13041 - Illustrator I	16.85	
13042 - Illustrator II	20.88	
13043 - Illustrator III	25.55	
13047 - Librarian	23.12	
13050 - Library Aide/Clerk	11.55	
13054 - Library Information Technology Systems Administrator		20.88
13058 - Library Technician	14.21	
13061 - Media Specialist I	15.06	
13062 - Media Specialist II	16.85	
13063 - Media Specialist III	18.79	

13071 - Photographer I	12.26	
13072 - Photographer II	13.71	
13073 - Photographer III	16.52	
13074 - Photographer IV	20.67	
13075 - Photographer V	25.00	
13110 - Video Teleconference Technician		15.27
14000 - Information Technology Occupations		
14041 - Computer Operator I	15.11	
14042 - Computer Operator II	18.05	
14043 - Computer Operator III	20.10	
14044 - Computer Operator IV	21.52	
14045 - Computer Operator V	23.19	
14071 - Computer Programmer I	20.37	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator	15.11	
14160 - Personal Computer Support Technician	21.52	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.13
15020 - Aircrew Training Devices Instructor (Rated)		36.75
15030 - Air Crew Training Devices Instructor (Pilot)		38.97
15050 - Computer Based Training Specialist / Instructor		32.13
15060 - Educational Technologist	25.93	
15070 - Flight Instructor (Pilot)	38.97	
15080 - Graphic Artist	20.15	
15090 - Technical Instructor	17.58	
15095 - Technical Instructor/Course Developer		22.62
15110 - Test Proctor	15.19	
15120 - Tutor	15.19	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	8.23	
16030 - Counter Attendant	8.23	
16040 - Dry Cleaner	10.34	
16070 - Finisher, Flatwork, Machine	8.23	
16090 - Presser, Hand	8.23	
16110 - Presser, Machine, Drycleaning	8.23	
16130 - Presser, Machine, Shirts	8.23	
16160 - Presser, Machine, Wearing Apparel, Laundry		8.23
16190 - Sewing Machine Operator	10.98	
16220 - Tailor	11.62	
16250 - Washer, Machine	8.92	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		15.80
19040 - Tool And Die Maker	18.84	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	12.37	
21030 - Material Coordinator	19.20	
21040 - Material Expediter	19.20	
21050 - Material Handling Laborer	10.89	
21071 - Order Filler	11.03	



21080 - Production Line Worker (Food Processing)	12.37
21110 - Shipping Packer	12.83
21130 - Shipping/Receiving Clerk	12.83
21140 - Store Worker I	11.83
21150 - Stock Clerk	16.02
21210 - Tools And Parts Attendant	12.37
21410 - Warehouse Specialist	12.37
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	21.87
23021 - Aircraft Mechanic I	20.83
23022 - Aircraft Mechanic II	21.87
23023 - Aircraft Mechanic III	22.97
23040 - Aircraft Mechanic Helper	15.66
23050 - Aircraft, Painter	18.79
23060 - Aircraft Servicer	17.64
23080 - Aircraft Worker	18.60
23110 - Appliance Mechanic	18.26
23120 - Bicycle Repairer	11.38
23125 - Cable Splicer	22.52
23130 - Carpenter, Maintenance	16.23
23140 - Carpet Layer	18.95
23160 - Electrician, Maintenance	21.18
23181 - Electronics Technician Maintenance I	20.88
23182 - Electronics Technician Maintenance II	24.07
23183 - Electronics Technician Maintenance III	27.10
23260 - Fabric Worker	17.95
23290 - Fire Alarm System Mechanic	20.36
23310 - Fire Extinguisher Repairer	18.29
23311 - Fuel Distribution System Mechanic	20.36
23312 - Fuel Distribution System Operator	16.60
23370 - General Maintenance Worker	15.93
23380 - Ground Support Equipment Mechanic	20.83
23381 - Ground Support Equipment Servicer	17.64
23382 - Ground Support Equipment Worker	18.60
23391 - Gunsmith I	18.29
23392 - Gunsmith II	18.95
23393 - Gunsmith III	20.83
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.80
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	17.57
23430 - Heavy Equipment Mechanic	18.30
23440 - Heavy Equipment Operator	16.68
23460 - Instrument Mechanic	20.83
23465 - Laboratory/Shelter Mechanic	19.91
23470 - Laborer	10.89
23510 - Locksmith	19.91
23530 - Machinery Maintenance Mechanic	18.28
23550 - Machinist, Maintenance	18.13
23580 - Maintenance Trades Helper	12.29
23591 - Metrology Technician I	20.83
23592 - Metrology Technician II	21.87
23593 - Metrology Technician III	22.78
23640 - Millwright	21.70

23710 - Office Appliance Repairer	18.35
23760 - Painter, Maintenance	14.75
23790 - Pipefitter, Maintenance	19.78
23810 - Plumber, Maintenance	18.90
23820 - Pneudraulic Systems Mechanic	20.83
23850 - Rigger	20.83
23870 - Scale Mechanic	18.95
23890 - Sheet-Metal Worker, Maintenance	17.33
23910 - Small Engine Mechanic	18.95
23931 - Telecommunications Mechanic I	21.68
23932 - Telecommunications Mechanic II	22.70
23950 - Telephone Lineman	19.25
23960 - Welder, Combination, Maintenance	17.56
23965 - Well Driller	20.83
23970 - Woodcraft Worker	20.83
23980 - Woodworker	14.45
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.56
24580 - Child Care Center Clerk	13.19
24610 - Chore Aide	8.24
24620 - Family Readiness And Support Services Coordinator	14.32
24630 - Homemaker	16.40
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.91
25040 - Sewage Plant Operator	15.75
25070 - Stationary Engineer	22.91
25190 - Ventilation Equipment Tender	15.88
25210 - Water Treatment Plant Operator	15.75
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.60
27007 - Baggage Inspector	12.76
27008 - Corrections Officer	15.43
27010 - Court Security Officer	17.00
27030 - Detection Dog Handler	14.27
27040 - Detention Officer	15.43
27070 - Firefighter	17.01
27101 - Guard I	12.76
27102 - Guard II	14.27
27131 - Police Officer I	16.62
27132 - Police Officer II	18.46
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.40
28042 - Carnival Equipment Repairer	11.21
28043 - Carnival Equipment Worker	8.35
28210 - Gate Attendant/Gate Tender	14.55
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	16.27
28510 - Recreation Aide/Health Facility Attendant	12.14
28515 - Recreation Specialist	17.73
28630 - Sports Official	12.96
28690 - Swimming Pool Operator	17.81
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.16

29020 - Hatch Tender	20.16	
29030 - Line Handler	20.16	
29041 - Stevedore I	19.09	
29042 - Stevedore II	21.24	
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	16.68	
30022 - Archeological Technician II	17.83	
30023 - Archeological Technician III	22.10	
30030 - Cartographic Technician	22.10	
30040 - Civil Engineering Technician	19.82	
30061 - Drafter/CAD Operator I	16.68	
30062 - Drafter/CAD Operator II	17.83	
30063 - Drafter/CAD Operator III	20.11	
30064 - Drafter/CAD Operator IV	24.47	
30081 - Engineering Technician I	15.18	
30082 - Engineering Technician II	17.03	
30083 - Engineering Technician III	19.05	
30084 - Engineering Technician IV	23.61	
30085 - Engineering Technician V	28.88	
30086 - Engineering Technician VI	34.94	
30090 - Environmental Technician	22.10	
30210 - Laboratory Technician	18.26	
30240 - Mathematical Technician	22.10	
30361 - Paralegal/Legal Assistant I	17.35	
30362 - Paralegal/Legal Assistant II	20.93	
30363 - Paralegal/Legal Assistant III	23.95	
30364 - Paralegal/Legal Assistant IV	31.00	
30390 - Photo-Optics Technician	22.10	
30461 - Technical Writer I	21.75	
30462 - Technical Writer II	26.59	
30463 - Technical Writer III	32.19	
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 Surface Programs	(see 2)	20.11
30621 - Weather Observer, Senior	(see 2)	22.10
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	12.18	
31030 - Bus Driver	16.16	
31043 - Driver Courier	13.35	
31260 - Parking and Lot Attendant	9.07	
31290 - Shuttle Bus Driver	13.72	
31310 - Taxi Driver	9.63	
31361 - Truckdriver, Light	13.72	
31362 - Truckdriver, Medium	15.12	
31363 - Truckdriver, Heavy	18.50	
31364 - Truckdriver, Tractor-Trailer	18.50	
99000 - Miscellaneous Occupations		

99030 - Cashier	7.85
99050 - Desk Clerk	9.60
99095 - Embalmer	21.68
99251 - Laboratory Animal Caretaker I	10.35
99252 - Laboratory Animal Caretaker II	10.87
99310 - Mortician	21.68
99410 - Pest Controller	13.66
99510 - Photofinishing Worker	12.96
99710 - Recycling Laborer	13.10
99711 - Recycling Specialist	16.90
99730 - Refuse Collector	12.53
99810 - Sales Clerk	12.50
99820 - School Crossing Guard	12.73
99830 - Survey Party Chief	16.67
99831 - Surveying Aide	10.87
99832 - Surveying Technician	14.95
99840 - Vending Machine Attendant	12.33
99841 - Vending Machine Repairer	14.64
99842 - Vending Machine Repairer Helper	12.35

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$4.02 per hour or \$160.80 per week or \$696.79 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks 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 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

ordance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

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

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.

**BILLING INSTRUCTIONS FOR  
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

**General:** During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM data.

The contractor shall prepare invoices/vouchers for reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

**Standard Forms:** Claims shall be submitted on the payee's letterhead, invoice/voucher, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

**Electronic Invoice/Voucher Submissions:** The preferred method of submitting vouchers/invoices is electronically to the U.S. Nuclear Regulatory Commission, via email to: [NRCPayments@nrc.gov](mailto:NRCPayments@nrc.gov).

**Hard-Copy Invoice/Voucher Submissions:** If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

NRC Payments  
U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Mailstop O3-E17A  
Rockville, MD 20852-2738

**Purchase of Capital Property:** (\$50,000 or more with life of one year or longer)

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

**Agency Payment Office:** Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, or Block 25 of the Standard Form 33, whichever is applicable.

**Frequency:** The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.



**BILLING INSTRUCTIONS FOR  
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

**Format:** Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

**Task Order Contracts:** The contractor must submit a separate invoice/voucher for each individual task order with detailed cost information. This includes all applicable cost elements and other items discussed in paragraphs (a) through (q) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

**Billing of Costs after Expiration of Contract:** If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration invoice/voucher, the contractor shall clearly mark it "EXPIRATION INVOICE" or "EXPIRATION VOUCHER".

Final invoices/vouchers shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

**Currency:** Invoices/Vouchers must be expressed in U.S. Dollars.

**Supersession:** These instructions supersede previous Billing Instructions for Time-and-Materials/Labor-Hour Type Contracts (July 2011).

**BILLING INSTRUCTIONS FOR  
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL  
(SAMPLE FORMAT - COVER SHEET)**

**1. Official Agency Billing Office**

NRC Payments  
U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Mailstop O3-E17A  
Rockville, MD 20852-2738

**2. Invoice/Voucher Information**

a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

c. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-\(EINs\)\)](http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-(EINs)))).

d. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.

e. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**

**BILLING INSTRUCTIONS FOR  
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

- f. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. Billing period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is requested.
- i. Labor Hours Expended. Provide a general summary description of the services performed and associated labor hours utilized during the invoice period. Specify the Contract Line Item Number (CLIN) or SubCLIN, as applicable, and information pertaining to the contract's labor categories/positions, and corresponding authorized hours.
- j. Property. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- o. Direct Costs. Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).
- (1) Direct (Burdened) Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized, including a burden (or load) for indirect costs (i.e., fringe, overhead, General and Administrative, as applicable), and profit component, as follows:

<u>Labor</u> <u>Category</u>	<u>Hours</u> <u>Billed</u>	<u>Burdened</u> <u>Hourly Rate</u>	<u>Total</u>	<u>Cumulative</u> <u>Hours Billed</u>
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**BILLING INSTRUCTIONS FOR  
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

(2) Contractor-acquired property (\$50,000 or more). List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) an item description, (b) manufacturer, (c) model number, (d) serial number, (e) acquisition cost, (f) date of purchase, and (g) a copy of the purchasing document.

(3) Contractor-acquired property (under \$50,000), Materials, and Supplies. These are equipment other than that described in (2) above, plus consumable materials and supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.

(4) Materials Handling Fee. Indirect costs allocated to direct materials in accordance the contractor's usual accounting procedures.

(5) Consultant Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

(6) Travel. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>		<u>Destination</u>		<u>Costs</u>
From	To	From	To	\$

(Must include separate detailed costs for airfare, per diem, and other transportation expenses. All costs must be adequately supported by copies of receipts or other documentation.)

(7) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.

p. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.

q. Adjustments. Insert columns for any adjustments, including outstanding suspensions for unsupported or unauthorized hours or costs, for the current and cumulative periods.

r. Grand Totals.

**BILLING INSTRUCTIONS FOR  
 TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

**3. Sample Invoice/Voucher Information**

Sample Invoice/Voucher Information (Supporting Documentation must be attached)

This invoice/voucher represents reimbursable costs for the billing period from \_\_\_\_\_ through \_\_\_\_\_.

		<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
<b>(a)</b>	<b><u>Direct Costs</u></b>		
(1)	Direct burdened labor	\$ _____	\$ _____
(2)	Government property (\$50,000 or more)	\$ _____	\$ _____
(3)	Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____
(4)	Materials Handling Fee	\$ _____	\$ _____
(5)	Consultants Fee	\$ _____	\$ _____
(6)	Travel	\$ _____	\$ _____
(7)	Subcontracts	\$ _____	\$ _____
	Total Direct Costs:	\$ _____	\$ _____
<b>(b)</b>	<b>Total Amount Billed</b>	\$ _____	\$ _____
<b>(c)</b>	<b>Adjustments (+/-)</b>	\$ _____	\$ _____
<b>(d)</b>	<b>Grand Total</b>	\$ _____	\$ _____

(The invoice/voucher format provided above must include information similar to that included below in the following to ensure accuracy and completeness.)

**SAMPLE SUPPORTING INFORMATION**

The budget information provided below is for format purposes only and is illustrative.

Cost Elements:

1) Direct Burdened Labor - \$4,800

<u>Labor</u>	<u>Hours</u>	<u>Burdened</u>	<u>Total</u>	<u>Cumulative</u>
<u>Category</u>	<u>Billed</u>	<u>Rate</u>		<u>Hours Billed</u>
Senior Engineer I	100	\$28.00	\$2,800	975

**BILLING INSTRUCTIONS FOR  
 TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

Engineer	50	\$20.00	\$1,000	465
Computer Analyst	100	\$10.00	<u>\$1,000</u>	<u>320</u>
			\$4,800	1,760 hrs.

*Burdened labor rates must come directly from the contract.*

- 2) Government-furnished and contractor-acquired property (\$50,000 or more) - \$60,000

Prototype Spectrometer - item number 1000-01 = \$60,000

- 3) Government-furnished and contractor-acquired property (under \$50,000), Materials, and Supplies - \$2,000

10 Radon tubes @ \$110.00	= \$1,100
6 Pairs Electrostatic gloves @ \$150.00	= <u>\$ 900</u>
	\$2,000

- 4) Materials Handling Fee - \$40

(2% of \$2,000 in item #3)

- 5) Consultants' Fee - \$100

Dr. Carney - 1 hour fully-burdened @ \$100 = \$100

- 6) Travel - \$2,640

- (i) Airfare: (2 Roundtrip trips for 1 person @ \$300 per r/t ticket)

<u>Start Date</u>	<u>End Date</u>	<u>Days</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
4/1/2011	4/7/2011	7	Philadelphia, PA	Wash, D.C.	\$300
7/1/2011	7/8/2011	8	Philadelphia, PA	Wash, D.C.	\$300

- (ii) Per Diem: \$136/day x 15 days = \$2,040

- 7) Subcontracting - \$30,000

Company A	= \$10,000
Company B	= <u>\$20,000</u>
	\$30,000

(EX: Subcontracts for Companies A & B were consented to by the Contracting Officer by letter dated 6/15/2011.)

**BILLING INSTRUCTIONS FOR  
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

Total Amount Billed	\$99,580
Adjustments (+/-)	- <u>0</u>
Grand Total	\$99,580

**4. Definitions**

Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.