

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1   77
2. CONTRACT (Proc. Inst. Ident.) NO. 89303318CEM000006		3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 18EM003430	
5. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	CODE 03001	6. ADMINISTERED BY (If other than Item 5) EMCBC - Portsmouth-Paducah U.S. Department of Energy Portsmouth-Paducah Project Office 1017 Majestic Drive, Suite 200 Lexington KY 40513		CODE 03002

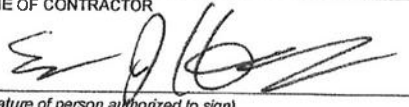

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) Edward Holmes, Inc. Attn: EDWARD HOLMES 333 W Vine St. Ste 300 LEXINGTON KY 405071626		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT NET 30
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM

CODE 013960179	FACILITY CODE	11. SHIP TO/MARK FOR EMCBC - Portsmouth-Paducah US Department of Energy Portsmouth-Paducah Project Office 1017 Majestic Drive, Suite 200 Lexington KY 40513	12. PAYMENT WILL BE MADE BY OR for EMCBC U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 5777 Oak Ridge TN 37831
11. SHIP TO/MARK FOR CODE 03002			CODE 00511

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 253 (a) ( 0 )		14. ACCOUNTING AND APPROPRIATION DATA See Schedule	
15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT
Continued		15E. UNIT PRICE	15F. AMOUNT

15G. TOTAL AMOUNT OF CONTRACT **\$3,543,148.00**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	2	X	I	CONTRACT CLAUSES	9
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	5	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	11	X	J	LIST OF ATTACHMENTS	30
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	2		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	4		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	12				

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ 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) Edward J. Holmes, President		20A. NAME OF CONTRACTING OFFICER Jodi L. Gordon	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED 11/28/2017	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED 11/28/2017
BY  (Signature of person authorized to sign)		BY  (Signature of the Contracting Officer)	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
89303318CEM000006

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NAME OF OFFEROR OR CONTRACTOR

Edward Holmes, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	Tax ID Number: 61-1277458 DUNS Number: 013960179 Delivery: 1 Days After Award Mark For: EMCBC - Portsmouth-Paducah U.S. Department of Energy Portsmouth-Paducah Project Office 1017 Majestic Drive, Suite 200 Lexington KY 40513 FOB: Destination Period of Performance: 12/01/2017 to 11/30/2021  Support for Portsmouth and Paducah Site Advisory Boards Line item value is:: \$3,543,148.00 Incrementally Funded Amount: \$200,000.00  Accounting Info: Fund: 03000 Appr Year: 2018 Allottee: 33 Report Entity: 490810 Object Class: 25499 Program: 1111629 Project: 0002250 WFO: 0000000 Local Use: 0000000 Funded: \$100,000.00 Accounting Info: Fund: 03000 Appr Year: 2018 Allottee: 33 Report Entity: 490811 Object Class: 25499 Program: 1111632 Project: 0002608 WFO: 0000000 Local Use: 0000000 Funded: \$100,000.00				3,543,148.00

**SECTION B**  
**SUPPLIES OR SERVICES PRICES / COST**

**B.1 TYPE OF CONTRACT AND SERVICES BEING ACQUIRED**

- (a) This is a Firm-Fixed-Price (FFP) Contract for support of the Portsmouth and Paducah Site Specific Advisory Boards (SSAB) located at the Portsmouth Gaseous Diffusion Plant in Piketon, OH, and the Paducah Gaseous Diffusion Plant in Paducah, KY. The contractor shall furnish all personnel, facilities, equipment, material, supplies, services (except as expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS).
- (b) Performance under this contract shall be subject to the availability of funds from which payment for contract purposes can be made. Therefore, funding is subject to change based on actual appropriations and actual award date of the contract.

**B.2 BASIC TERM OF PERFORMANCE - FIRM-FIXED-PRICE**

- (a) The work shall be performed at both, the Portsmouth and Paducah Gaseous Diffusion Plants located in Piketon, OH and Paducah, KY. The Basic Term of Performance for the work described in Section C is four (4) years from date of award as follows:

<b>Performance Period</b>	<b>Month</b>	<b>Price Per Month</b>	<b>Total Firm-Fixed-Price</b>
<b>Four Years</b>	<b>48</b>	<b>\$73,815.59</b>	<b>\$3,543,148.00</b>

**B.3 LIMITATION OF GOVERNMENT’S OBLIGATION (FOR FIRM-FIXED-PRICE CLIN)**

- (a) This contract CLIN 00001 for the four-year contract period, have a traditional Federal Acquisition Regulation fixed price and contract terms and conditions, with the exceptions that: CLIN 00001 may be incrementally funded; and if a CLIN is incrementally funded, in the event of termination before it is fully funded the Government’s maximum liability for the CLIN will be the lower of the amount of funds allotted to the CLIN or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each CLIN there is:
  - 1) a fixed price for the action;
  - 2) a fixed amount of work that corresponds to the fixed price;
  - 3) a planned funding schedule that corresponds to the fixed price and the fixed amount of work;
  - 4) no Government obligation to the Contractor until the Government allots funds to the contract for the action;
  - 5) if the Government allots funds, a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and
  - 6) an obligation that the Government will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.
- (b) For each CLIN:

- 1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the CLIN;
  - 2) the Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed price for each of the fixed-price CLINs included in this contract:
    - i. the added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and
    - ii. the specific risk that in the event of termination of an incrementally funded CLIN before the CLIN is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this contract would allow, that is, because the maximum Government obligation for a fixed-price CLIN is the allotted funds for the CLIN, the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this contract would allow.
  - 3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;
  - 4) if funds become available and the Government's need continues, the Government will allot funds periodically to the CLIN, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the price of the fixed amount work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and
  - 5) the Contractor agrees to provide the fixed amount of work for the fixed price identified in the contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.
- (c) For each CLIN:
- 1) The fixed price (of both the entire CLIN and of the current cumulative amount of funds allotted to the CLIN at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;
  - 2) The contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and
  - 3) If the Government meets the entire Planned Funding Schedule,
    - i. the cumulative amount of funds allotted will equal the CLIN's fixed price and
    - ii. the Contractor must provide the work the contract requires for the CLIN.
- (d) The fixed price for each CLIN is listed in Section B of this contract.
- (e) The Planned Funding Schedule for each CLIN is in paragraph (n) of this clause. The sum of the planned funding for each CLIN equals the fixed price of the CLIN.
- (f) The Actual Funding Schedule for each CLIN is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for CLIN 00001 for the contract period, for the work to be performed for the funds allotted.

- 1) The Contractor may bill against a CLIN only after the Government has allotted funds to the CLIN and the Contractor has delivered the services and earned amounts payable for the CLIN.
  - i. The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.
  - ii. If the Contractor does not perform the contract's requirements for the CLIN, it must return the amounts that it billed that the Government reimbursed.
- (g) If during the course of this contract the Government is allotting funds to a CLIN per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple fixed-price contract for that CLIN regardless of the rate at which the Contractor is, or is not, earning amounts payable, and:
  - 1) The Government's and the Contractor's obligations under the contract for the CLIN—with the exception that the Government's obligation for the CLIN is limited to the total amount of funds allotted by the Government to the CLIN and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the CLIN were both fixed price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the contract for that CLIN; and neither the fixed-price for the CLIN nor any other term or condition of the contract will be affected due to the CLIN's being incrementally funded.
    - i. The Contractor agrees, for example, if the Government allots funds to a CLIN per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN, the Government has met all of its obligations just as if the CLIN were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the CLIN were fully funded as of the time of contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contractor earns amounts payable at any time in performing work for the CLIN that exceed the total amount of funds allotted by the Government to the contract for the CLIN
      - A. it (not the Government) will be liable for those excess amounts payable
      - B. it will remain liable for its obligations under every term or condition of the contract and
      - C. if it fulfills all of its obligations for that CLIN and the Government allots funds to the CLIN equal to the CLIN's fixed price, the Government will pay it the fixed price for the CLIN and no more.
    - ii. The Contractor also agrees, for example, if the Government allots funds to a CLIN by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the contract as if the CLIN were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, or etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN were fully funded; consequently, if the Government subsequently terminates the CLIN it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (h) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the amount payable it expects to earn for the CLIN in the next 60 days, when added to all amounts

payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN by the Government.

- 1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.
  - 2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN.
  - 3) The Government may require the Contractor to continue performance of that CLIN for as long as the Government allots funds for that CLIN sufficient to cover the amount payable for that CLIN.
- (i) If the Government does not allot funds to a CLIN per or earlier than its Planned Funding Schedule, the Contractor will be entitled to an equitable adjustment and:
- 1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the contract for that CLIN;
  - 2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, equals the total amount allotted to the contract;
  - 3) if the Government subsequently terminates the CLIN, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the CLIN; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (j) Except as required by either other provisions of this contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for either CLIN:
- 1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the CLIN; and
  - 2) The Contractor is not obligated to continue performance under this contract related to the CLIN or earn amounts payable in excess of the amount allotted to the contract by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN.
- (k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract for a CLIN, which will remain at all times the Government's maximum liability for a CLIN. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN in excess of the total amount allotted by the Government to this contract for a CLIN, whether earned during the course of the contract or as a result of termination.
- (l) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN unless they contain a statement increasing the amount allotted.
- (m) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.
- (n) Planned Funding Schedule (Base Period):

**CLIN 00001 (Paducah and Portsmouth CAB/ SSAB Support for FY 18 – FY 22)**

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
11/28/17	\$200,000.00	Dec, Jan & Feb Scope	\$200,000.00	Dec, Jan & Feb Scope

## **SECTION C**

### **PART 1 OF 2**

#### **Professional Services for the Portsmouth Site Specific Advisory Board Performance Work Statement**

##### **1. Objective**

This contract contains a two-part Section C Performance Work Statement (PWS) for the professional services supporting the Portsmouth and the Paducah Site Specific Advisory Board(s) (hereafter referred to as SSAB). The Section C PWS Part 1 is for the Portsmouth SSAB; and the Section C PWS Part 2 is for the Paducah SSAB.

The U.S. Department of Energy (DOE) Portsmouth/Paducah Project Office (PPPO) requires administrative, technical, and outreach support for Environmental Management's (EM) Portsmouth Gaseous Diffusion Plants' (PGDP) Site Specific Advisory Board(s) as required by federal law and departmental policy. The Contractor shall provide the professional services listed here which are detailed in the PWS below, including but not limited to:

- 1) Recruit for SSAB membership and complete nominee appointment packages;
- 2) Support the information requirements of monthly SSAB meetings;
- 3) Logistically support monthly SSAB meetings;
- 4) Communicate SSAB news to the public and other interested stakeholders;
- 5) Report, on a monthly or ad hoc basis, financial data to the DOE SSAB Coordinator;
- 6) Facilitate communication between Board members, DOE, and liaisons;
- 7) Maintain an informational database to meet federal recordkeeping requirements;
- 8) Coordinate board member travel and training, as needed;
- 9) Provide facilitation services for board meetings and committee meetings, as needed;
- 10) Provide technological advancements and interconnectivity between DOE and the SSAB; and
- 11) Plan for and implement hosting the National SSAB Chairs meeting at each site in the Portsmouth, OH and Paducah, KY areas at least once but no more than twice at each location during the term of this contract.

##### **2. Background**

The SSAB is comprised of a volunteer board which is chartered under the Federal Advisory Committee Act (FACA) to advise the DOE on issues pertaining to the Portsmouth and Paducah GDPs. SSAB members represent the broadest cross sections possible from among the public affected by EM's clean-up activities, and related policy decisions. SSAB members are appointed by DOE for a two-year renewable term with members serving no more than three two-year terms for a total of six years without special approval.

##### **3. Performance Work Statement**

After receipt of a written notice to proceed from the Contracting Officer, the contractor shall begin performance in accordance with the terms and conditions of the contract.



Contractor personnel shall be fully trained, skilled and knowledgeable to perform the services which include, but are not limited to:

### **3.1 SSAB recruitment and member appointments**

The Contractor shall perform the following recruitment and appointment activities including:

- Tracking membership appointments and anticipating openings in SSAB membership.
- Developing and maintaining a process for filling board vacancies as they arise. This process should emphasize maintaining diversity (racial, economic, educational, ethnic and other) in the SSAB that represents the surrounding communities affected by the EM program.
- With DOE concurrence, develop and distribute effective recruiting materials for generating potential new Board members, as appropriate.
- Preparing appointment packages for nominees for submittal to DOE Headquarters.
- Assisting DOE with new member training of EM SSAB procedures and overview of PGDP projects, including coordination of materials, orientation meetings, and tours.
- Assisting DOE in conducting appropriate recognition for outgoing members.

### **3.2 Support DOE during SSAB meetings**

The Contractor shall provide support to DOE and the SSAB for all of the various meetings. The types of meetings and their frequencies vary. The most frequently held meetings are the subcommittee meetings, held each month. Specific subcommittee meetings may be held for multiple individual subcommittees determined by the SSAB's workplan (see Deliverable 5.2). Subcommittees may be discontinued or additional subcommittees added. In addition to subcommittee meetings, the SSAB meeting is held every other month, and occasionally it is necessary to call an ad hoc SSAB meeting. At least once a year there will be an external planning meeting, which may last at least a day and a half. The Contractor will support members from each local Board to attend and participate in semi-annual meetings of the EM SSAB Chairs to discuss complex-wide EM issues. Activities for those meetings shall involve at a minimum the following:

- Meeting site logistics: Maintaining an appropriate meeting location/space, identify and provide for meeting equipment, maintaining iPad devices and support as necessary, materials (audio/video system support may be necessary), meeting space setup and breakdown. Utilize electronic methods, to support the President's paperless initiative and to increase productivity of the SSAB members. Where approved by site management implement the use of iPads to eliminate multiple copies of meeting materials. Provide a network to support the iPad devices and interconnectivity between SSAB members, and SSAB parties when approved and applicable.
- Provide facilitator support service for monthly board meetings.
- Provide technical advisory support services, if requested by SSAB.
- Meeting administrative support: Preparing Federal Register notices and meeting notebooks, including electronic notebooks where appropriate; annotating minutes and action items; preparing agenda and setting up conference calls; coordinating miscellaneous administrative tasks such as technical presentations prepared by other federal and contractor/sub-contractor staff.
- Support SSAB members in the development of presentations and recommendations.

- Record and maintain meeting actions, which includes maintaining meeting records (including meeting minutes), and other meeting items such as: video tapes, notebook archives, handouts, recommendations, and committee work plans.
- Provide administrative/logistical support for all standing and ad hoc meetings.
- Comply with FACA, SSAB charter, by-laws and procedures.
- Provide a security detail at full board meetings and at PPPO-hosted National SSAB meetings to ensure that meetings are orderly and to minimize disruptions.

### **3.3 Support SSAB personnel in communications**

The Contractor shall support the SSAB members' communications with DOE, other SSABs, regulatory parties, schools, elected officials, and environmental organizations and with the general public. Provide review and ensure the communication products are both technically correct and understandable to the general public. The routine communication activities are listed below, however there may be other communication activities required by DOE:

- Maintain current and accurate content on the SSAB web site.
- Maintain the SSAB office telephone line. Contractor must have good communication skills with the public and with SSAB members and be knowledgeable about the EM cleanup program.
- Coordinate presentations to area groups, such as schools, elected officials, and service clubs.
- Place advertisements in area newspapers, local radio stations, and on web sites to announce SSAB meetings.
- Draft press releases and articles for DOE publications on SSAB topics, as requested by DOE.
- Draft press releases for SSAB recommendations, at the direction of the SSAB Chair.
- Produce an annual report on Board activities in compliance with FACA.
- Provide GIS/strategic planning to assist SSAB future reuse efforts of the site and to facilitate adaptive re-use as required or as requested by DOE.

### **3.4 Provide administrative support to the Deputy Designated Federal Official, Federal Coordinator, Liaisons, EM Headquarters, SSAB and DOE SSAB Coordinator**

- Maintain currency with DOE Environmental Management guidance on SSABs and SSAB by-laws as well as FACA.
- Manage incoming and outgoing correspondence.
- Provide and retain electronic records for the SSAB Office, and the DOE Federal Coordinator, where applicable.
- Provide administrative/logistical/facilitation support for conferences and/or workshops as directed by DOE.
- Coordinate communications and events with other SSABs, including bimonthly Chair's conference calls and semiannual Chair's meetings.
- Plan, administer, and report the financial resources required for the SSAB program according to DOE guidance and Federal regulations.
- Provide stewardship of financial resources provided on behalf of the SSAB.

### **3.5 Travel**

- Assist in SSAB member travel requests and the necessary official travel reporting in accordance with Federal travel requirements and the SSAB's bylaws for the following events: annual board planning retreat, up to three (3) board members to the semi-annual EM SSAB Chairs meeting, and up to one (1) board member for the Waste Management Symposium.
  - Develop, maintain, and distribute travel guidelines to keep members aware of rules and restrictions.
- Travel by the Contractor will be required. Contractor personnel will travel between Portsmouth and Paducah sites to support full board and subcommittee meetings, SSAB national meetings, SSAB offsite meetings, and SSAB information gathering meetings.

### **3.6 Facility Costs**

The Contractor shall maintain facilities in support of the SSAB including rent for office and normal meeting space, telephone, copier, supplies, and any other office related expenses.

## **4. Performance Requirements**

The Contractor shall:

- 4.1 Generate and distribute Draft SSAB meeting agendas at least one week prior to the scheduled meeting.
- 4.2 Manage all of the SSAB's meeting logistical requirements (notices, site location, materials, sound/video, and facilitator) for each scheduled board (including at least one (1) executive planning session), subcommittee and ad hoc meetings.
- 4.3 Maintain on a monthly basis, a log of SSAB member satisfaction as measured through verbal and written feedback from the complaints and/or compliments as reported to DOE, and log any associated corrective actions. The contractor shall assure that all corrective actions are addressed and closed as soon as possible, but no later than 30 days from the date of complaint.
- 4.4 Provide correct and accurate information to DOE and SSAB stakeholders on first request.
- 4.5 Perform all activities necessary for the management of all membership records, application process, application evaluation/recommendation process, and development of appointment packages as required by FACA regulations. In addition to FACA the contractor will follow SSAB By-Laws as well as PPPO and DOE HQ EM guidelines.
- 4.6 Update the Ports SSAB website a minimum of once per week. The contractor shall also have knowledge of other websites related to DOE environmental management activities.
- 4.7 Provide a response to all SSAB email and phone messages for information requests and comments within 48 hours of receipt of the e-mail or phone message.
- 4.8 Maintain 100% completeness of address list, phone numbers, email addresses and other documents and information pertinent to the SSAB, DOE SSAB complex, DOE HQ and PPPO contacts. The DOE Federal Coordinator shall furnish the initial lists and information upon contract award. The Contractor shall ensure the associated lists are updated semi-annually prior to the SSAB Chair's meeting.
- 4.9 The Contractor will support the hosting of the national SSAB chairs at Ports within a four year period. It is anticipated that Ports will host the Chairs meeting in fall, 2017.
- 4.10 Maintain the technical correctness of SSAB deliverables as determined by the DOE Federal Coordinator and the SSAB members. Re-writes of deliverables required by the SSAB for approval shall not exceed three.

- 4.11 List, assign, and track all SSAB action items. The Contractor shall be proactive in tracking completion of action items. Zero action items shall be unaddressed for more than 60 days, unless DOE EM or the SSAB has provided an interim response which details how and when the actual response shall be provided.
- 4.12 Proactively plan presentations and seek information from appropriate DOE-PPPO and other DOE federal and contractor/subcontractor staff for EM activities. Proactive planning is defined as having the necessary technical information, subject matter experts, and/or materials coordinated prior to SSAB meetings/activities that require the presentation or information. Electronic or hard copy material shall be available prior to the appropriate SSAB meeting/activity.
- 4.13 Provide Board Meeting packages (agenda, briefing sheets, presentations, etc.) to the DOE Federal Coordinator at least one week in advance of the board meeting. Such material may be provided electronically and/or via iPad.
- 4.14 Track and provide monthly financial expenditure reports to the DOE Federal Coordinator, the COR, upon request. These reports will be due by the 15<sup>th</sup> of each month.
- 4.15 On an annual basis, DOE shall formally evaluate Contractor performance on such elements as quality, cost control, timeliness, business relations, customer satisfaction and/or compliance with safety and security standards. The Contractor is expected to conduct all work in a manner that promotes and improves productivity, efficiency and minimizes waste of government resources. Exercising contract options to extend services are contingent on satisfactory performance and at DOE's discretion.
- 4.16 Utilize technology to increase effectiveness and productivity of the boards.
- 4.17 Fully comply with all applicable laws, regulations, PPPO procedures and DOE directives relating to public involvement/public information which includes, but are not limited to:
  - 1) Department Policy such as DOE Public Participation Policy – P.1210.01; Portsmouth Community Relations Plan;
  - 2) Federal Law: Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); National Environmental Policy Act (NEPA); Freedom of Information Act (FOIA) and Electronic Freedom of Information Act Amendments (EFOIA); Federal Advisory Committee Act (FACA); Resource Conservation and Recovery Act (RCRA).
- 4.18 Provide and support the SSAB meetings during both normal business hours and evening hours. The Contractor shall plan its weekly work hours in support of the needs and schedules of the SSAB and meeting requirements.
- 4.19 Contractor shall support the expansion of iPads, if requested by DOE

## **5. Deliverables**

- 5.1 Board meeting notebook. The contents shall be consistent with the currently developed notebook which includes at a minimum the following: meeting agenda, SSAB minutes, task force summaries and minutes, project presentations, next month's calendar, attendance matrix, work plan, action items, and any recommendations up for vote.
- 5.2 Committee Work Plans (submit annually for approval).
- 5.3 Annual SSAB report of activities/accomplishments in compliance with FACA.
- 5.4 Four (4) Quarterly electronic SSAB Newsletter reports if specified by each Board.
- 5.5 Annual self-assessment and board assessment of performance from annual DOE/EM prime contractor/SSAB/due 30 days prior to Annual Planning Retreat.
- 5.6 Monthly cost report to the DOE Lexington Financial Service Center (LFSC) for each task performed by the 15<sup>th</sup> of each month.

## **SECTION C**

### **PART 2 OF 2**

#### **Professional Services for the Paducah Site Specific Advisory Board Performance Work Statement**

##### **1. Objective**

This contract contains a two-part Section C Performance Work Statement (PWS) for the professional services supporting the Portsmouth and the Paducah Site Specific Advisory Board(s) (hereafter referred to as SSAB). The Section C PWS Part 1 is for the Portsmouth SSAB; and the Section C PWS Part 2 is for the Paducah SSAB.

The U.S. Department of Energy (DOE) Portsmouth/Paducah Project Office (PPPO) requires administrative, technical, and outreach support for Environmental Management's (EM) Paducah Gaseous Diffusion Plants' (PGDP) SSAB known at Paducah as the Citizens Advisory Board (hereafter referred to as CAB) as required by federal law and departmental policy. The Contractor shall provide the professional services listed here which are detailed in the PWS below, including but not limited to:

- 1) Recruit for CAB membership and complete nominee appointment packages;
- 2) Support the information requirements of monthly CAB meetings;
- 3) Logistically support monthly CAB meetings;
- 4) Communicate CAB news to the public and other interested stakeholders and coordinate outreach efforts;
- 5) Report, on a monthly or ad hoc basis, financial data to the DOE CAB Coordinator;
- 6) Facilitate communication between Board members, DOE, and liaisons;
- 7) Maintain an informational database to meet federal recordkeeping requirements;
- 8) Coordinate board member travel and training, as needed;
- 9) Provide facilitation services for board meetings and committee meetings, as needed;
- 10) Provide technological advancements and interconnectivity between DOE, Federal Facility Agreement (FFA) parties and the CAB.
- 11) Plan for and implement hosting the National SSAB Chairs meeting at each site in the Portsmouth, OH and Paducah, KY areas at least once but no more than twice at each location during the term of this contract.

##### **2. Background**

The CAB is comprised of a volunteer board which is chartered under the Federal Advisory Committee Act (FACA) to advise the DOE on issues pertaining to PGDPs. CAB members represent the broadest cross sections possible from among the public affected by EM's clean-up activities, and related policy decisions. CAB members are appointed by DOE for a two-year renewable term with members serving no more than three two-year terms for a total of six years without special approval.

##### **3. Performance Work Statement**

After receipt of a written notice to proceed from the Contracting Officer, the contractor shall begin performance in accordance with the terms and conditions of the contract.

Contractor personnel shall be fully trained, skilled and knowledgeable to perform the services stated in this contract.

### **3.1 CAB recruitment and member appointments**

The Contractor shall perform the following recruitment and appointment activities:

- Tracking membership appointments and anticipating openings in CAB membership.
- Developing and maintaining a process for filling board vacancies as they arise. This process should emphasize maintaining diversity (racial, economic, geographic, educational, ethnic and other) in the CAB that represents the surrounding communities affected by the EM program.
- With DOE concurrence, developing and distributing effective recruiting materials for generating potential new Board members, as appropriate.
- Preparing appointment packages for nominees for submittal to DOE Headquarters.
- Assisting DOE with new member training of EM SSAB procedures and overview of PGDP projects, including coordination of materials, orientation meetings, and tours.
- Assisting DOE in conducting appropriate recognition for outgoing members.

### **3.2 Support DOE during CAB meetings**

Subcommittee meetings are typically held every other month. Specific subcommittee meetings may be held for various individual subcommittees as determined by the CAB's work plan (see Deliverable 5.2).

Subcommittees may be discontinued or additional subcommittees added. In addition to subcommittee meetings, a CAB meeting is held every other month. Occasionally it is necessary to call an ad hoc CAB meeting. At least one time a year there will be an external planning meeting, which may last at least a day and a half and involve overnight arrangements and expenses for SSAB members. The contractor will support members from each local Board to attend and participate in semi-annual meetings of the EM SSAB Chairs to discuss complex-wide EM issues. Activities for all meetings shall involve at a minimum the following:

- Meeting site logistics: Maintain an appropriate meeting location/space, identify and provide for meeting equipment, materials (audio/video system support may be necessary), meeting space setup and breakdown. Utilize electronic methods where practical, to support the President's paperless initiative and to increase productivity of the SSAB members.
- Provide facilitator support service for monthly board meetings.
- Provide facilitator support at the EM SSAB Chairs meetings, if requested.
- Provide technical advisory support services, if requested by SSAB/CAB.
- Meeting administrative support: Preparing Federal Register notices and meeting notebooks, including electronic notebooks where appropriate; annotating minutes and action items; preparing agenda and setting up conference calls; coordinating miscellaneous administrative tasks such as technical presentations prepared by other federal and contractor/sub-contractor staff.
- Support CAB members in the development of presentations and recommendations.

- Record and maintain meeting actions, which includes maintaining meeting records (including meeting minutes), video tapes, notebook archives, handouts, recommendations, and committee work plans.
- Provide administrative/logistical support for all standing and ad hoc meetings.
- Comply with FACA, SSAB/CAB charters, by-laws and procedures.
- Arrange for the provision of a security detail at full board meetings and at PPPO-hosted National SSAB meetings to ensure that meetings are orderly and to minimize disruptions.

### **3.3 Support CAB personnel in communications**

The Contractor shall support the CAB personnel in communications with DOE, other SSABs, regulatory parties, the general public and, where appropriate, schools, elected officials and environmental organizations. Provide review and ensure the communication products are both technically correct and understandable to the general public. The routine communication activities are listed below, however there may be other communication activities required by DOE:

- Maintain current and accurate content on the CAB web site.
- Maintain the CAB office telephone line. Contractor must have good communication skills with the public and with CAB members and be knowledgeable about the EM cleanup program.
- Coordinate presentations to area groups, such as schools, elected officials, and service clubs.
- Place notifications in area newspapers, local radio stations, the local public-access cable channel Bulletin Board, and on web sites to announce CAB meetings and if necessary, recruit new members.
- Draft press releases and articles for DOE publications on CAB topics, as requested by DOE.
- Produce an annual report on Board activities in compliance with FACA.
- Provide GIS/strategic planning to assist CAB future reuse efforts of the site and to facilitate adaptive re-use as required or as requested by DOE.

### **3.4 Provide administrative support to the Deputy Designated Federal Official, Federal Coordinator, Liaisons, EM Headquarters, SSAB and DOE SSAB Coordinator**

- Maintain currency with DOE Environmental Management guidance on SSABs and SSAB by-laws as well as FACA.
- Manage incoming and outgoing correspondence.
- Provide and retain electronic records for the CAB Office, the DOE Environmental Information Center and the DOE SSAB Coordinator. Manage records to meet FACA guidelines.
- Provide administrative/logistical/facilitation support for conferences and/or workshops as directed by DOE.
- Coordinate communications and events with other SSABs, including bimonthly Chair's conference calls and semiannual Chair's meetings.
- Plan, administer, and report the financial resources required for the CAB program according to DOE guidance and Federal regulations.
- Provide stewardship of financial resources provided on behalf of the CAB.

### **3.5 Travel**

- Assist in and fund CAB member travel requests and the necessary official travel reporting in accordance with Federal travel requirements and the SSAB's bylaws for the following events: annual board planning retreat, up to three (3) board members to the semi-annual EM SSAB Chairs meeting, and up to two (2) board member(s) annually to attend a conference at DOE's request.
- Develop, maintain, and distribute travel guidelines to keep members aware of rules and restrictions.

Travel by the Contractor will be required. Contractor personnel will travel between sites to support full board and subcommittee meetings, SSAB national meetings, SSAB offsite meetings, and SSAB information gathering meetings.

### **3.6 Facility Costs**

The Contractor shall be responsible for maintaining facilities in support of the SSAB which include rent, computers, telephone, copier, supplies, and any other office related expenses.

## **4. Performance Requirements**

The Contractor shall:

- 4.1 Generate and distribute draft CAB meeting agendas at least 10 days prior to the scheduled meeting.
- 4.2 Manage all of the CAB's meeting logistical requirements (notices, site location, materials, sound/video, and facilitator) for each scheduled board (including at least one retreat annually), subcommittee and ad hoc meetings.
- 4.3 Maintain on a monthly basis, a log of CAB member satisfaction as measured through verbal and written feedback from the complaints and/or compliments reported to DOE, and log any associated corrective actions. The Contractor shall assure that all corrective actions are addressed and closed as soon as possible, but no later than 30 days from the date of complaint.
- 4.4 Provide correct and accurate information to DOE and CAB stakeholders on first request.
- 4.5 Perform all activities necessary for the management of all membership records, application process, application evaluation/recommendation process, and development of appointment packages as required by FACA regulations. In addition to FACA, the Contractor will follow CAB By-Laws as well as PPPO DOE HQ EM guidelines.
- 4.6 Update the Paducah CAB website a minimum of once per week. The Contractor shall also have knowledge of other websites related to DOE environmental management activities.
- 4.7 Provide a response to all CAB email and phone messages for information requests and comments within 48 hours of receipt of the e-mail or phone message.
- 4.8 Maintain 100% completeness of address list, phone numbers, email addresses and other documents and information pertinent to the CAB, DOE SSAB complex, DOE HQ and PPPO contacts. The DOE Federal Coordinator shall furnish the initial lists and information upon contract award. The Contractor shall ensure the associated lists are updated semi-annually prior to the SSAB Chair's meeting.
- 4.9 Support the hosting of the national SSAB chairs at Paducah within a four year cycle. It is anticipated that Paducah will host one chairs meeting within a 4 year contract window.



- 4.10 Maintain the technical correctness of CAB deliverables as determined by the DOE SSAB Coordinator and the SSAB members. Re-writes of deliverables required by the CAB for approval shall not exceed three (3).
- 4.11 List, assign, and track all CAB action items. The Contractor shall be proactive in tracking completion of action items. Zero action items shall be unaddressed for more than 60 days, unless DOE EM or the CAB has provided an interim response which details how and when the actual response shall be provided.
- 4.12 Proactively plan presentations and seek information from appropriate DOE-PPPO and other DOE federal and contractor/subcontractor staff for EM activities. Proactive planning is defined as having the necessary technical information, subject matter experts, and/or materials coordinated prior to CAB meetings/activities that require the presentation or information. Electronic copy or hard copy material shall be available prior to the appropriate CAB meeting/activity.
- 4.13 Provide Board Meeting packages (agenda, briefing sheets, presentations, etc.) to the DOE CAB Coordinator at least one (1) week in advance of the board meeting. Such material may be provided electronically.
- 4.14 Track and provide monthly financial expenditure reports to DOE as requested. (see deliverable 5.6)
- 4.15 On an annual basis, DOE shall formally evaluate Contractor performance on such elements as quality, cost control, timeliness, business relations, customer satisfaction and/or compliance with safety and security standards. The Contractor is expected to conduct all work in a manner that promotes and improves productivity, efficiency and minimizes waste of government resources. Exercising contract options to extend services are contingent on satisfactory performance.
- 4.16 Utilize technology to increase effectiveness and productivity of the boards.
- 4.17 Regulatory Compliance - The Contractor shall fully comply with all applicable laws, regulations, PPPO procedures and DOE directives relating to public involvement/public information which includes, but are not limited to:
  - 1) Department Policy: DOE Public Participation Policy – P.1210.01; PGDP Community Relations Plan for the Environmental Management and Enrichment Facilities Program at PGDP, January 1998, DOE/OR/07-123&D3
  - 2) Federal Law: Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); National Environmental Policy Act (NEPA); Freedom of Information Act (FOIA) and Electronic Freedom of Information Act Amendments (EFOIA); Federal Advisory Committee Act (FACA); Resource Conservation and Recovery Act (RCRA).
- 4.18 Provide and support the CAB meetings during both normal business hours and evening hours. The Contractor shall plan its weekly work hours in support of the needs and schedules of the SSAB and meeting requirements.

## **5. Deliverables**

- 5.1 Board meeting notebook. The contents shall be consistent with the currently developed notebook which includes at a minimum the following: meeting agenda, SSAB minutes, task force summaries and minutes, project presentations, next month's calendar, attendance matrix, work plan, next month's agenda, action items, and any recommendations up for vote.
- 5.2 Committee Work Plans (submit annually for approval).
- 5.3 Annual SSAB report of activities/accomplishments in compliance with FACA.
- 5.4 Four Quarterly SSAB electronic Newsletter reports if specified by each Board.

- 5.5 Annual self-assessment and board assessment of performance due 30 days prior to Annual Planning Retreat.
- 5.6 Monthly cost report to the DOE Lexington Financial Service Center (LFSC) for each task performed by the 15<sup>th</sup> of each month.

**SECTION D**

**PACKAGING AND MARKING**

**D.1 DOE-D-2001 PACKAGING AND MARKING (OCT 2014)**

- (a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s).
- (b) Each package, report or other deliverable shall be accompanied by a letter or other document which -
  - (1) Identifies the contract by number pursuant to which the item is being delivered;
  - (2) Identifies the deliverable item number or report requirement which requires the delivered item; and
  - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

**D.2 SECURITY REQUIREMENTS**

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials (if any) as prescribed by applicable U. S. Department of Energy (DOE) safeguards and security directives.

## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

#### **E.1. DOE-E-2001 INSPECTION AND ACCEPTANCE (OCT 2014)**

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer in accordance with the clause entitled FAR 52.246-4, Inspection of Services – Fixed-Price (AUG 1996). If the Contracting Officer assigns this responsibility to the Contracting Officer’s Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

#### **E.2. FAR 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)**

(a) Definition: “Services,” as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

**SECTION F**

**DELIVERIES OR PERFORMANCE**

**F.1. FAR 52.242-15 STOP-WORK ORDER (AUG 1989)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --
- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**F.2. FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)**

- (a) If the performance of all or any part of the work of this contract is delayed or interrupted
- (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or

(2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed --

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

**F.3. DOE-F-2002 PLACE OF PERFORMANCE – SERVICES (OCT 2014)**

The services specified by this contract shall be performed at Portsmouth, Ohio and Paducah, Kentucky.

**F.4. PERIOD OF PERFORMANCE**

(a) The contract period of performance shall be four years from the date of award of this contract.

## SECTION G

### CONTRACT ADMINISTRATION DATA

#### **G.1. DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014)**

The Contracting Officer is responsible for administration of the contract. The Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with the clause entitled Contracting Officer's Representative, to perform specifically delegated functions. The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

- (a) Assign additional work within the general scope of the contract.
- (b) Issue a change in accordance with the clause entitled Changes.
- (c) Change the cost or price of the contract.
- (d) Change any of the terms, conditions, specifications, or services required by the contract.
- (e) Accept non-conforming work.
- (f) Waive any requirement of the contract.

#### **G.2. DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)**

Pursuant to the clause at DEAR 952.242-70, Technical Direction, the Contracting Officer shall designate in writing a Contracting Officer's Representative (COR) for this contract, and provide a copy of such designation to the contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

#### **G.3. DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014)**

To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number, title, and subject matter, and shall be subject to the following procedures:

- (a) Technical correspondence. Technical correspondence shall be addressed to the Contracting Officer's Representative (COR) for this contract, and a copy of any such correspondence shall be sent to the Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.
- (b) Other Correspondence.
  - (1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to the Contracting Officer.
  - (2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24) or

Standard Form 26 (Block 6), all correspondence, other than technical correspondence and correspondence regarding patent of rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the Contracting Officer. Copies of all such correspondence shall be provided to the COR.

- (3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the (insert Contract Specialist or Contracting Officer) and the COR.

(c) Information regarding correspondence addresses and contact information is as follows:

- (1) Contracting Officer

Jodi Gordon  
250 East 5th Street, Suite 500, Cincinnati, OH 45202  
Telephone number: 513-744-0977  
Email address: [Jodi.Gordon@emcbc.doe.gov](mailto:Jodi.Gordon@emcbc.doe.gov)

- (2) Contracting Officer's Representative

Robert Smith  
Portsmouth Paducah Project Office  
5600 Hobbs Road  
Kevil, KY 42053  
Telephone number: 270-441-6821  
Email address: [Robert.Smith@lex.doe.gov](mailto:Robert.Smith@lex.doe.gov)

- (3) Government Contract Administration Office DOE EMCBC

Daniel Burke  
Portsmouth/Paducah Project Office  
1017 Majestic Drive, Suite 200  
Lexington, KY 40513  
Telephone number: 859-219-4052  
Email address: [Daniel.Burke@lex.doe.gov](mailto:Daniel.Burke@lex.doe.gov)

#### **G.4. DOE-G-2005 BILLING INSTRUCTIONS (OCT 2014)**

Unless otherwise specified—

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract.
- (b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.



**G.5 DOE-G-2006 SUBMISSION OF REQUEST FOR PROGRESS PAYMENTS (OCT 2014)**

- (a) Progress Payments under this contract are authorized under this contract in accordance with the clause at FAR 52.232-16, Progress Payments. The Contractor shall use Standard Form 1443 (Contractor's Request for Progress Payment) when requesting progress payments.
- (b) Contractors shall submit requests for progress payments electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) The Contracting Officer will not make progress payments or increase the contract price beyond the funds obligated under the contract, as amended.

**G.6. DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (OCT 2014)**

- (a) The Contracting Officer will document the Contractor's performance under this contract) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information." Performance assessments entered into CPARS by the Contracting Officer are transmitted to the Past Performance Information Retrieval System (PPIRS) which is maintained by the Department of Defense (DoD). Information in PPIRS is available to authorized Government personnel seeking past performance information when evaluating proposals for award.
- (b) Contractor performance will be evaluated at least annually at the contract level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) quality, (2) schedule, (3) business relations, (4) business management/key personnel, and (5) cost/price. PPIRS information is available at <http://www.ppirs.gov>, and CPARS information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training that can be found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within thirty (30) calendar days of the request.
- (c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.
- (d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the contract in accordance with other applicable clauses in this contract.

**G.7. DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)**

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management,

who in turn is responsible for contract performance to the Government.

#### **G.8. CORRESPONDENCE PROCEDURES**

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

- (a) Contract Correspondence. Any correspondence affecting the basic contract shall be addressed to the Contracting Officer.
- (b) Technical Correspondence. Technical correspondence, including all reports and deliverables, shall be addressed to the COR designated. Information copies of all technical correspondence shall be addressed to the CO.
- (c) The Contractor shall submit correspondence, reports, and deliverables as follows:
  - (1) All required reports, plans, and other documents shall be submitted to DOE electronically, and upon request by the DOE CO or the DOE COR, in hard copy form. The Contractor shall prepare the requested reports and documents via site standard software (e.g., Microsoft Office Products; PDF) and provide a copy via email or on CD/DVD as required by the size of the document.
  - (2) Electronically authorize/sign all correspondence, deliverables and reports.
  - (3) All electronic files shall be editable and have all functions normally available in the software in which the data were originally generated. In addition, the submission shall state which contract deliverable, when appropriate, is being met through submission of the correspondence. In the event the Contractor uses an internal proprietary software package, a copy of the software shall be provided to DOE at no cost.

#### **G.9. DEFECTIVE OR IMPROPER INVOICES**

The name, title, phone number, e-mail, and complete mailing address of those officials of the Contractor who are to be notified when DOE receives a defective or improper invoice are as follows:

Ryan Holmes  
EHI Consultants  
815 W. Market Street, Suite 304  
Louisville, KY 40202  
Phone: (502) 992-3194  
Email: [rholmes@ehiconsultants.com](mailto:rholmes@ehiconsultants.com)

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### **H.1. DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)**

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

#### **H.2. DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)**

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.
- (b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.
- (c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.
- (d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.
- (e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

#### **H.3. DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)**

The Government may award contracts to other contractors for work to be performed at a DOE-owned or – controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

#### **H.4. DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014)**

Within **15** calendar days after the effective date of the contract, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor’s program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72, Organizational Conflicts of Interest. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the contract.
- (b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.
- (c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.
- (d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the Contracting Officer for approval in a timely manner.
- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.
- (g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.
- (h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

#### **H.5. DOE-H-2041 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (OCT 2014) (REVISED)**

- (a) Pursuant to Executive Order 13693, Planning for Federal Sustainability in the Next Decade, the Department of Energy (DOE) is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well-being of its Federal employees and contractor service providers. The Contractor shall use its best efforts to support DOE in meeting those commitments, including sustainable acquisition or environmentally preferable contracting which may involve several interacting initiatives, such as –

- (1) Alternative Fueled Vehicles and Alternative Fuels;
- (2) Biobased Content Products (USDA Designated Products);
- (3) Energy Efficient Products;
- (4) Non-Ozone Depleting Alternative Products;
- (5) Recycled Content Products (EPA Designated Products); and
- (6) Water Efficient Products (EPA WaterSense Labeled Products).

(b) The Contractor should become familiar with these information resources:

- (1) Recycled Products are described at <http://epa.gov/cpg>.
- (2) Biobased Products are described at <http://www.biopreferred.gov/>.
- (3) Energy efficient products are described at <http://energystar.gov/products> for Energy Star products.
- (4) FEMP designated products are described at <http://www.eere.energy.gov/femp/procurement>
- (5) Environmentally Preferable Computers are described at <http://www.epeat.net>.
- (6) Non-Ozone Depleting Alternative Products are described at <http://www.epa.gov/ozone/strathome.html>.
- (7) Water efficient plumbing fixtures are described at <http://epa.gov/watersense>.

(c) If, in the course of providing services at the DOE site, the Contractor's services necessitate the acquisition of any of the above types of products, it is expected that the Contractor will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and the Contractor may be asked by the Contracting Officer to provide information in support of DOE's report.

#### **H.6. DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014)**

(a) Designated Federal holidays. Federal employees observe the following Federal holidays:

- (1) New Year's Day
- (2) Birthday of Martin Luther King, Jr.
- (3) Washington's Birthday
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Columbus Day
- (8) Veterans Day
- (9) Thanksgiving Day
- (10) Christmas Day

Generally, Federal holidays that fall on Saturday are observed on the preceding Friday; and holidays that fall on Sunday are observed on the following Monday. The exact calendar day and/or date on which any of the listed holidays are observed may change year to year.

(b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.

- (c) **Unscheduled closures.** Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.
- (d) The Contractor shall provide the services required by the contract at Federally-owned or –controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b) and (c), except as required under paragraph (e). Accordingly, the Contractor’s employees, whose regular duty station in performance of this contract is a Federally-owned or controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b) and (c), unless required by paragraph (e) below.
- (e) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer.
- (f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees’ regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above.

**H.7. DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014)**

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 10 calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

**H.8. DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014)**

- (a) In accordance with the clause FAR 52.228-5, Insurance – Work on a Government Installation, the following types and minimum amounts of insurance shall be maintained by the Contractor:
  - (1) Workers’ compensation – Amount in accordance with applicable Federal and State workers’ compensation and occupational disease statutes.
  - (2) Employer’s liability - \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker’s compensation to be written by private carriers).
  - (3) Comprehensive bodily injury liability - \$500,000.
  - (4) Property damage liability – None, unless otherwise required by the Contracting Officer.
  - (5) Comprehensive automobile bodily injury liability - \$200,000 per person and \$500,000 per occurrence.
  - (6) Comprehensive automobile property damage - \$20,000 per occurrence.

- (b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

**H.9. DOE-H-2053 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (OCT 2014)**

- (a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program, and any applicable DOE Directives incorporated into the contract. For site characterization work, the Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.
- (b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work and interface with other DOE contractors.
- (c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.
- (d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).
- (e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the Contracting Officer may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.
- (f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.
- (g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

**H.10. DOE-H-2055 GOVERNMENT FURNISHED PROPERTY (OCT 2014)**

In accordance with the clause FAR 52.245-1, Government Property List, the Government will provide the property listed in Section J, Attachment's J-2 and J-3.

**H.11. DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS (OCT 2014)**

In the performance of this Contract, the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s), located in Section J of this solicitation, designated for the counties of McCracken KY and Picketon OH. In addition, the Contractor must fully comply with the regulations discussed in FAR 52.222-42 “Statement of Equivalent Rates for Federal Hires.”

**H.12. DOE-H-2059 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS (OCT 2014)**

- (a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.
- (b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.
- (c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

**H.13. DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL – ALTERNATE I (OCT 2014)**

- (a) Pursuant to the clause at FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.
- (b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to the clause at DEAR 970.5204-2, Laws, Regulations and DOE Directives.

**H.14. DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014)**

- (a) Performance of work under this contract may result in the Contractor having access to Controlled Unclassified Information (CUI) via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such Controlled Unclassified confidential information includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as sensitive and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.
- (b) The restrictions set out in paragraph (a) above, however, do not apply to –
  - (1) Information which, at the time of receipt by the Contractor, is in the public domain;
  - (2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;



- (3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
  - (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
  - (5) Information which is subject to release under applicable law.
- (c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, Controlled Unclassified Information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Contracting Officer.
- (d) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides Controlled Unclassified Information to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of Controlled Unclassified Information obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.
- (e) Upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing the Controlled Unclassified Information it receives under this contract and identify the source (company, companies or other organizations) of the information.
- (f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

**H.15. DOE-H-2064 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES – ALTERNATE II (OCT 2014)**

- (a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.

**H.16. DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014)**

The Contractor shall comply with the following:

- (a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any

of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).

- (b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
- (c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.
- (d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.
- (e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- (f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- (g) Ensure that all their employees understand that they must –
  - (1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;
  - (2) Not impede or hinder another employee's cooperation with the OIG; and
  - (3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.
- (h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

#### **H.17. DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)**

- (a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment J-1 or identified elsewhere in the contract.
- (b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.
- (c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.

(d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the clause of this contract at FAR 52.243-1, Changes – Fixed-Price, or FAR 52.243-3, Changes – Time-and-Materials or Labor-Hours.

(e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

#### **H.18. DOE-H-2076 LOBBYING RESTRICTIONS (OCT 2014)**

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

#### **H.19. CONTRACTOR EMPLOYEE TRAINING**

- (a) The Contractor shall provide fully qualified and trained personnel from its own resources to support the requirements of this contract. DOE may provide training assistance at its discretion at no cost to the Contractor. All training must be approved by the COR. Overtime costs associated with training will not be reimbursed by the Government.
- (b) The Contractor shall ensure that all employees who perform services under this contract attend mandatory DOE-provided security and/or safety training, as directed by the Contracting Officer's Representative or other duly authorized official (usually within 30 calendar days of the first date of performance on this contract and as least once annually thereafter). The Contractor shall ensure that every employee expected to work on federal property is instructed to safely and competently perform the work.

#### **H.20. ACCESS TO DOE-OWNED OR LEASED FACILITIES**

- (a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a Federal credential or security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a Federal credential /security badge approval for access. The Contractor shall consider the following potential disqualifiers which are not all inclusive and may vary depending on access requirements:
  - (1) is, or is suspected of being, a terrorist;
  - (2) is the subject of an outstanding warrant;
  - (3) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
  - (4) has presented false or forged identity source documents;
  - (5) has been barred from Federal employment;
  - (6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
  - (7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or

parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

- (b) The Contractor shall ensure:
- (1) In initiating the process for gaining physical access: (1) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE; (2) that the employee properly completes any forms; and (3) that the employee(s) submits the forms to the person designated by the CO.
  - (2) In completing the process for gaining physical access, that its employee (1) cooperates with DOE officials responsible for granting access to DOE -owned or leased facilities and (2) provides additional information, requested by those DOE officials.
- (c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. To obtain a security badge employees must be US Citizens. Upon notice from DOE that an employee's application for a Federal credential / security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(i) of this clause for the substitute employee. The denial of a Federal credential /security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.
- (d) The Contractor shall return to the CO or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.
- (e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE -owned or leased facilities.

## **H.21. LAWS, REGULATIONS, AND DOE DIRECTIVES**

- (a) The Contractor shall comply with the requirements of all applicable Federal, State, and local laws and regulations and all applicable DOE regulations and directives (<http://www.directives.doe.gov/>) in performing work under this contract. Specific laws, regulations, and/or DOE directives may be listed in the contract. However, omission of any applicable law, regulation, and/or DOE directive does not affect the obligation of the Contractor to comply with such law, regulation, and/or DOE directive pursuant to this clause.
- (b) The Contractor shall notify the Contracting Officer of any changes to any applicable law, regulation, and/or DOE directive that it believes impacts technical and/or cost performance under this contract. The Contracting Officer will work directly with the Contractor in resolving all such impacts.

## **H.22. CONSERVATION OF UTILITIES**

The Contractor shall instruct Contractor employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities. The Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security.

## **H.23. PARTNERING**

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values.

The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance. The U.S. Army Corps of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.

#### **H.24. CONTRACT PARTICIPATION BY FOREIGN NATIONALS**

- (a) The Contractor shall notify the Contracting Officer, in writing, prior to the employment of or participation by any foreign national in the performance of work under the Contract.
- (b) The Contractor shall notify the Contracting Officer, in writing, prior to any visit to sites covered by this Contract by any foreign national in connection with the work being performed under this Contract. This notification shall be made at least 75 days prior to the planned visit.

#### **H.25. CONTRACTOR PERSONNEL REQUIREMENTS**

On-site contractor personnel working within Government facilities on a continuous basis, part-time or full-time, must be recognizable as contractors while in government facilities. This may be accomplished by wearing of appropriate identification badges as applicable by site location. Additionally, contractor personnel whose duties include answering telephones at Government work sites shall identify themselves as contractor employees.

DOE Background Investigations are required for Contractor personnel assigned to work on-site. For those employees who were employed under the previous contract, the security file must be updated to reflect the Contractor's information.

All contractor personnel will be required to obtain a Federal credential through the security office. This credential must be worn on outside clothing at all times while working at any DOE site. Any separated Contract personnel shall return credentials to the cognizant DOE Security Office. The COR or Contracting Officer shall be informed by letter when employees no longer need access for whatever reason, or when a badge expires.

#### **H.26. SAFETY IN THE WORK AREA**

The Contractor shall take all reasonable safety precautions in the performance of the work under this Contract.

The Government shall provide necessary personal protective equipment (PPE)/clothing with the exception of safety shoes and prescription eye glasses. The contractor is required to provide their own safety/steel toe shoes

and prescription safety glasses. Items including, but not limited to, hard hats, safety glasses (non-prescription), anti-contamination clothing, and respiratory protection will be provided as needed.

**PART II –CONTRACT CLAUSES**

**SECTION I**

**CONTRACT CLAUSES**

Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

**CLAUSES INCORPORATED BY REFERENCE**

<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information (see FAR 52.104(d))</b>
I.1	FAR 52.202-1	Definitions (NOV 2013)	None
I.2	FAR 52.203-3	Gratuities (APR 1984)	None
I.3	FAR 52.203-5	Covenant Against Contingent Fees (MAY 2014)	None
I.4	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)	None
I.5	FAR 52.203-7	Anti-Kickback Procedures (MAY 2014)	None
I.6	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)	None
I.7	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)	None
I.8	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)	None
I.9	FAR 52.203-13	Contractor Code of Business Ethics and Conduct (OCT 2015)	None
I.10	FAR 52.203-14	Display of Hotline Poster(s) (OCT 2015)	(b)(3) Obtain from DOE/IG Hotline - <a href="http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf">http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf</a>
I.11	FAR 52.203-16	Preventing Personal Conflicts of Interest (DEC 2011)	None
I.12	FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (APR 2014)	None
I.13	FAR 52.204-2	Security Requirements (AUG 1996)	None
I.14	FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)	None
I.15	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)	None
I.16	FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)	None
I.17	FAR 52.204-13	System for Award Management Maintenance (OCT 2016)	None
I.18	FAR 52.204-14	Service Contract Reporting Requirements (OCT 2016)	None
I.19	FAR 52.204-18	Commercial and Government Entity Code Maintenance (JUL 2016)	None
I.20	FAR 52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.21	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (OCT 2015)	None
I.22	FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)	None
I.23	FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)	None
I.24	FAR 52.215-2	Audit and Records – Negotiation (OCT 2010)	None
I.25	FAR 52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)	None
I.26	FAR 52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)	None
I.27	FAR 52.215-12	Subcontractor Certified Cost or Pricing Data (OCT 2010)	None
I.28	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)	None
I.29	FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (OCT 2010)	None
I.30	FAR 52.216-7	Allowable Cost and Payment (JUN 2013)	(a)(3) 30 <sup>th</sup>
I.31	FAR 52.217-8	Option to Extend Services (NOV 1999)	Any time prior to the expiration of the contract.
I.32	FAR 52.219-8	Utilization of Small Business Concerns (OCT 2014)	None
I.33	FAR 52.219-14	Limitations on Subcontracting (JAN 2017)	None
I.34	FAR 52.219-28	Post-Award Small Business Program Rerepresentation (JUL 2013)	(g) The Contractor represents that it is a small business concern under NAICS Code 541620 assigned to contract number 89303318CEM000006.
I.35	FAR 52.222-2	Payment for Overtime Premiums (JUL 1990)	(a) \$0
I.36	FAR 52.222-3	Convict Labor (JUN 2003)	None
I.37	FAR 52.222-17	Nondisplacement of Qualified Workers (MAY 2014)	None
I.38	FAR 52.222-21	Prohibition of Segregated Facilities (APR 2015)	None
I.39	FAR 52.222-26	Equal Opportunity (APR 2015)	None
I.40	FAR 52.222-35	Equal Opportunity for Veterans (OCT 2015)	None
I.41	FAR 52.222-36	Equal Opportunity for Workers with Disabilities (JUL 2014)	None
I.42	FAR 52.222-37	Employment Reports on Veterans (FEB 2016)	None
I.43	FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	None
I.44	FAR 52.222-41	Service Contract Labor Standards (MAY 2014)	None
I.45	FAR 52.222-43	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)	None
I.46	FAR 52.222-50	Combating Trafficking in Persons (MAR 2015)	None
I.47	FAR 52.222-54	Employment Eligibility Verification (OCT 2015)	None
I.48	FAR 52.222-55	Minimum Wages Under Executive Order 13658 (DEC 2015)	None
I.49	FAR 52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)	None
I.50	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)	None



<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information (see FAR 52.104(d))</b>
I.51	FAR 52.223-6	Drug Free Workplace (MAY 2001)	None
I.52	FAR 52.223-10	Waste Reduction Program (MAY 2011)	None
I.53	FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)	None
I.54	FAR 52.223-16	Acquisition of EPEAT® -Registered Personal Computer Products (OCT 2015)	None
I.55	FAR 52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)	None
I.56	FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)	None
I.57	FAR 52.224-1	Privacy Act Notification (APR 1984)	None
I.58 N	FAR 52.224-2	Privacy Act (APR 1984)	None
I.59	FAR 52.225-1	Buy American – Supplies (MAY 2014)	None
I.60	FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)	None
I.61	FAR 52.227-1	Authorization and Consent (DEC 2007)	None
I.62	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)	None
I.63	FAR 52.227-14	Rights in Data – General (MAY 2014)	None
I.64	FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987)	Proposal: Section I Pages 21 and 22. Cost Proposal: Section II Cost Summary Pages 8 through 28. Payroll Journal Pages 108-110
I.65	FAR 52.228-5	Insurance—Work on a Government Installation (JAN 1997)	None
I.66	FAR 52.229-4	Federal, State, and Local Taxes (State and Local Adjustments (FEB 2013)	None
I.67	FAR 52.232-1	Payments (APR 1984)	None
I.68	FAR 52.232-8	Discounts for Prompt Payment (FEB 2002)	None
I.69	FAR 52.232-11	Extras (APR 1984)	None
I.70	FAR 52.232-16	Progress Payments (APR 2012); Alternate I (MAR 2000)	(I) 30 <sup>th</sup>
I.71	FAR 52.232-17	Interest (MAY 2014)	None
I.72	FAR 52.232-22	Limitation of Funds (APR 1984)	None
I.73	FAR 52.232-23	Assignment of Claims (MAY 2014)	None
I.74	FAR 52.232-25	Prompt Payment (JUL 2013)	None
I.75	FAR 52.232-33	Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)	None
I.76	FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)	None
I.77	FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)	None
I.78	FAR 52.233-1	Disputes (MAY 2014); Alternate I (DEC 1991)	None
I.79	FAR 52.233-3	Protest After Award (AUG 1996)	None
I.80	FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)	None
I.81	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)	None
I.82	FAR 52.237-3	Continuity of Services (JAN 1991)	None

<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information (see FAR 52.104(d))</b>
I.83	FAR 52.242-13	Bankruptcy (JUL 1995)	None
I.84	FAR 52.243-1	Changes – Fixed Price (AUG 1987); Alternate I (APR 1984)	None
I.85	FAR 52.244-2	Subcontracts (OCT 2010)	(d) None
I.86	FAR 52.244-5	Competition in Subcontracting (DEC 1996)	None
I.87	FAR 52.244-6	Subcontracts for Commercial Items (FEB 2016)	None
I.88	FAR 52.245-1	Government Property (APR 2012)	None
I.89	FAR 52.245-9	Use and Charges (APR 2012)	None
I.90	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)	None
I.91	FAR 52.248-1	Value Engineering (OCT 2010)	(m) 89303318CEM000006
I.92	FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012)	None
I.93	FAR 52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)	None
I.94	FAR 52.249-14	Excusable Delays (APR 1984)	None
I.95	FAR 52.251-1	Government Supply Sources (APR 2012)	None
I.96	FAR 52.253-1	Computer Generated Forms (JAN 1991)	None
I.97	DEAR 952.202-1	Definitions (FEB 2011)	None
I.98	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)	None
I.99	DEAR 952.204-75	Public Affairs (DEC 2000)	None
I.100	DEAR 952.204-77	Computer Security (AUG 2006)	None
I.101	DEAR 952.208-70	Printing (APR 1984)	None
I.102	DEAR 952.209-72	Organizational Conflicts of Interest (AUG 2009)	(b)(1)(i) zero (0)
I.103	DEAR 952.223-71	Integration of Environment, Safety, and Health into Work Planning and Execution (JUL 2009)	None
I.104	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (APR 1984)	None
I.105	DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)	None
I.106	DEAR 952.242-70	Technical Direction (DEC 2000)	None
I.107	DEAR 952.251-70	Contractor Employee Travel Discounts (AUG 2009)	None
I.108	DEAR 970.5204-2	Laws, Regulations, and DOE Directives (DEC 2000)	None

**I.117. FAR 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)**

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

This Statement is for Information Only: It is not a Wage Determination

<b>Employee Class*</b>	<b>Monetary Wage—Fringe* Benefits</b>	
Secretary II	\$15.70	\$4.41
Administrative Assistant	\$19.56	\$4.41

**I.118. FAR 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 CO will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For FAR clauses: <https://www.acquisition.gov/far/index.html>

For DOE Acquisition Regulation (DEAR) clauses: <http://farsite.hill.af.mil/vfdoea.htm>

**I.119. FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

- (a) The use in this solicitation or contract of any FAR (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any DEAR (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

**I.120 DEAR 952.204-2, SECURITY (MAR 2011)**

- (a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

- (b) *Regulations.* The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.
- (c) *Definition of Classified Information.* The term *Classified Information* means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, *Classified National Security Information*, as amended, or prior executive orders, which is identified as *National Security Information*.
- (d) *Definition of Restricted Data.* The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].
- (e) *Definition of Formerly Restricted Data.* The term "*Formerly Restricted Data*" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information—
  - (1) relates primarily to the military utilization of atomic weapons; and
  - (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.
- (f) *Definition of National Security Information.* The term "*National Security Information*" means information that has been determined, pursuant to Executive Order 12958, *Classified National Security Information*, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.
- (g) *Definition of Special Nuclear Material.* The term "*special nuclear material*" means—
  - (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or
  - (2) any material artificially enriched by any of the foregoing, but does not include source material.
- (h) *Access authorizations of personnel.*
  - (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.
  - (2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.
    - (i) A review must-- verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the

- uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.
- (ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).
  - (iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those-- (A) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (B) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.
  - (iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed *testing designated positions* in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.
  - (v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.
  - (vi) The Contractor must furnish to the head of the cognizant local DOE Security Office, in writing, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization—
    - A. The date(s) each Review was conducted;
    - B. Each entity that provided information concerning the individual;
    - C. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;
    - D. A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and
    - E. The results of the test for illegal drugs.
  - (i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to

protect any classified information, special nuclear material, or other Government property 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, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).

(j) *Foreign Ownership, Control, or Influence.*

- (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests*, executed prior to award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer. Contractors are encouraged to submit this information through the use of the online tool at <https://foci.td.anl.gov>. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.
  - (2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.
  - (3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.
  - (4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.
- (k) *Employment announcements.* When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.
- (l) *Flow down to subcontracts.* The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, *Certificate*

*Pertaining to Foreign Interests*, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, Subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

**I.121 DEAR 952.204-70, DECLASSIFICATION/CLASSIFICATION (SEP 1997)**

In the performance of work under this contract, the Contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or Contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The Contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the Contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the Contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The Contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS  
SECTION J**

**LIST OF ATTACHMENTS**

<b>Attachment</b>	<b>Description</b>
<b>J-1</b>	<b>DOE DIRECTIVES</b>
<b>J-2</b>	<b>GOVERNMENT FURNISHED PROPERTY – PORTSMOUTH</b>
<b>J-3</b>	<b>GOVERNMENT FURNISHED PROPERTY – PADUCAH</b>
<b>J-4</b>	<b>SERVICE CONTRACT ACT WAGE DETERMINATIONS – Wage Determination No.: 2005-2423 – Rev. 17 – PORTSMOUTH</b>
<b>J-5</b>	<b>SERVICE CONTRACT ACT WAGE DETERMINATIONS – Wage Determination No.: 2005-2495 – Rev. 19 – PADUCAH</b>



**Attachment J-1 - List of Applicable DOE Directives**

**List of Applicable DOE Directives**

<b><u>Directive</u></b>	<b><u>Title/Comment</u></b>
<b>DOE O 221.1B</b>	Reporting Fraud, Waste, and Abuse to the Office of the Inspector General
<b>DOE O 552.1A, Chg 2</b>	Travel Policy and Procedures

The Contractor must be aware of changes in the Code of Federal Regulations (CFR), Federal Acquisition Regulation (FAR), the United States Code (USC), Public Laws (PLs) or other regulatory entities that have applicability to DOE and that impact the scope of work. The Contractor will notify DOE of any changes, and DOE will make a determination.

**J-2 GOVERNMENT FURNISHED PROPERTY – PORTSMOUTH**

Item	Location	ID Number
2 Dell Desktop Computers	Portsmouth Office	EH1001/EH1002
External Hard Drive	Portsmouth Office	EH1003
Laptop Computer (Older one)	Portsmouth Office	EH1004
Icon Digital Camera	Portsmouth Office	EH1005
Copier/Printer	Portsmouth Office	EH1006
2 Bookshelves Cabinets	Portsmouth Office	EH1007/EH1008
Black Metal Cabinet	Portsmouth Office	EH1009
New Dell Laptop Computer #1	Portsmouth Office	EH1010
New Dell Laptop Computer #2	Portsmouth Office	EH1011
Nikon Camera 12.3 Megapixel D5000	Portsmouth Office	EH1012
Adobe Creative Suite CS5 Software	Portsmouth Office	EH1013
Extra Computer Screen	Portsmouth Office	EH1014
Vizio TV with Stand	Portsmouth Office	EH1015
2 New Dell Desktop Computers	Portsmouth Office	EH1016/EH1017
2 Dell Printers V715W	Portsmouth Office	EH1018/EH1019
60 in Sharp TV	Portsmouth Office	EH1020
87in Dry Erase Board	Portsmouth Office	EH1021
Meeting Table	Portsmouth Office	EH1022
Apple Laptop	Portsmouth Office	EH1023
Projector	Portsmouth Office	EH1024
Conference Phone	Portsmouth Office	EH1025
Web Cam	Portsmouth Office	EH1026

Item	Location	ID Number
Floor Display Booth	Portsmouth Office	EH1027
IOMGA Backup System	Portsmouth Office	EH1028
Push to TV	Portsmouth Office	EH1029
Small Bookshelf	Portsmouth Office	EH1030
2 Office Chairs	Portsmouth Office	EH1031/EH1032
2 L Shaped Desk	Portsmouth Office	EH1033/EH1034
3 -2 Drawer File Cabinet	Portsmouth Office	EH1035/EH1036/EH1037
Microwave Cart	Portsmouth Office	EH1038
Coffee Maker	Portsmouth Office	EH1039
Microwave	Portsmouth Office	EH1040
Electric Hole Punch	Portsmouth Office	EH1041
Miscellaneous Framed Photos	Portsmouth Office	EH1042
Refrigerator	Portsmouth Office	EH1043
DVD player	Portsmouth Office	EH1044
Mini Projector	Portsmouth Office	EH1045
Ipad	Portsmouth Office	EH1046
3 Clocks	Portsmouth Office	EH1047/EH1048/EH1049
15 Rolling Conference Room Chairs	Portsmouth Office	EH1050/EH1051/EH1052 EH1053/EH1054/EH1055 EH1056/EH1057/EH1058 EH1059/EH1060/EH1061 EH1062/EH1063/EH1064
5 Lobby Chairs	Portsmouth Office	EH1065/EH1066/EH1067 EH1068/EH1069

**J-3 GOVERNMENT FURNISHED PROPERTY – PADUCAH**

Item	Location	ID Number
L shaped desk w/4 drawers	Front Office	EH1001
Two drawer filing cabinet	Front Office	EH1002
2 Dell Monitors	Server Room	EH1003/EH1004
2 Dell CPUs	Storage Closet	EH1005/EH1006
2 Dell Printers	Storage Closet	EH1007/EH1008
Credenza w/ 2 drawers and 2 doors	200 Conference Room	EH1009
Desk w/4 drawers	Back Office	EH1010
Conference Table	300 Conference Room	EH1011
2 three shelf bookcases	100/300 Conference Room	EH1012/EH1013
4 shelf bookcase	100 Conference Room	EH1014
5 shelf bookcase	Back Office	EH1015
Flip Chart Easel	Back open area	EH1017
Coffee table	Men's bathroom	EH1018
Coat rack	300 Conference Room	EH1020
Table 5 ft. brown	Storage Closet	EH1021
2 Black storage cabinets	100 Conference Room	EH1022/EH1023
2 Speakers	Storage Closet/Meeting Room	EH1024/EH1025
2 Speaker Stands	Storage Closet	EH1029/EH1030
Sound System including Dual Tape Deck/Amplifier, and Two Receivers	Meeting Room	EH1028
2 Microphones	Meeting Room	EH1029/EH1030
2 Lapel Microphones	Storage Closet	EH1033/EH1034
2 Microphone Stands	Meeting Room	EH1026/EH1027

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 Portsmouth/Paducah Citizens Advisory Board Services  
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9 meeting tables 6 ft.	Meeting Room	EH1037/EH1038/ EH1039/EH1040/ EH1041/EH1042/ EH1043/ EH1044/ EH1045
Podium 2 pieces top and bottom	Meeting Room	EH1051
4 Filing Cabinets 4 drawer	2 Front Office/2 Storage Closet	EH1052/EH1053/ EH1054/ EH1055
2 Burgundy striped guest chairs	Back Office	EH1056/ EH1057
2 Burgundy guest chairs	200 Conference Room	EH1058/EH1059
Table 4 ft. white	Back Open Area	EH1060
ACER Laptop Computer	Front Office	EH1062
Dell Laptop Computer	Front Office	EH1063
Dell Projector	Storage Closet	EH1064
Pull down Projector screen	100 Conference Room	EH1066
Microcassette Recorder	100 Conference Room	EH1067
Electric Stapler	100 Conference Room	EH1070
2 Computer Keyboards	Storage Room/Server Room	EH1072/EH1073
Electric Hole Puncher	100 Conference Room	EH1077
Panasonic DVD Player	Storage Room	EH1076
Durabrand Tape Player	Storage Room	EH1078
Refrigerator – small	200 Conference Room	EH 1071
46 chairs burgundy no arms	6 Meeting Room/31 EIC	
25 chairs blue no arms	Meeting Room	
Cork Board	Back Office	
3 Dry Erase Boards	Front Office/Back Office/300 Conference Room	
Swing arm Desk Lamp	200 Conference Room	
5 blue desk chairs w/ arms and wheels	1 Front Office/1 Back Office/3 Meeting Room	
2 blue chairs w/ arms	Front Office	
6 blue chairs w/wheels and no arms	100/200 Conference Rooms	
3 flags (KY, DOE, USA)	Meeting Room	
Chafing Dish	Meeting Room	
Miscellaneous Framed Photos	Back Open Area	
Coffee Pot w/ carafe	Meeting Room	
Percolator	Meeting Room	
2 Pitchers	Meeting Room	
Stainless Carafe	Meeting Room	

Iced Tea Maker w/ carafe and pitcher	Meeting Room	
2 Wall Clocks	Front Office/Back Office	
2 Pitchers	Meeting Room	
2 Coolers – 4’ white	300 Conference Room	
Coffee Carafe	Meeting Room	
Crock Pot	Storage Closet	
Table Top Display Exhibit Case	Storage Closet	
2 Dell Monitors	Front Office	
Dell CPU	Front Office	
Seagate external hard drive – 2T	Front Office	
AT&T desk phone – 1070	Front Office	
miniMac Server	Front Office	
Logitech wireless mouse	Front Office	
Dell keyboard	Front Office	
Keyboard – generic	Front Office	
Nikon D90 digital camera	Front Office	
Nikon 18-105mm lens	Front Office	
Nikon 70-300mm lens	Front Office	
Nikon SB-600 flash	Front Office	
Premier paper cutter	Front Office	
Flip camera	Front Office	
Desk section – DOE	Meeting Room	
Desk – DOE	Meeting Room	
RCA 40” LCD tv	Meeting Room	
Epson projector – ceiling mount	Meeting Room	
Microwave	Meeting Room	
Refrigerator – regular size	Meeting Room	
Refrigerator – small size	Meeting Room	
2 Sony video cameras – ceiling mount	Meeting Room	
Boxee Box	Meeting Room	
Insignia 55” LCD tv	300 Conference Room	
8’ conference table – DOE	300 Conference Room	
4’ white folding table	300 Conference Room	
4’ white folding table (folds in half)	300 Conference Room	
7’ aerial photo of PGDP	300 Conference Room	
Flip chart easel	300 Conference Room	
6’ wooden conference table – DOE	200 Conference Room	
Dynex 40” LCD tv	200 Conference Room	
3- 8’ white folding tables	100 Conference Room	
8’ tan folding table	100 Conference Room	

Insignia 55" LCD tv	100 Conference Room	
5' aerial photo of PGDP	100 Conference Room	
Polycom Voice Station 300 conferencing phone	100 Conference Room	
Dell Latitude D630 laptop	100 Conference Room	
Projector Stand	100 Conference Room	
Dell Vostro laptop – red	100 Conference Room	
Electric pencil sharpener	100 Conference Room	
Flip Chart Easel	Storage Closet	
Dell projector – small	Storage Closet	
5' folding table – DOE	Storage Closet	
Cooler – small	Storage Closet	
Epson printer	Storage Closet	
Memorex external DVD recorder	Storage Closet	
Logitech wireless keyboard	Storage Closet	
Dell projector – large	Storage Closet	
Dell Powervault tape drive	Server Room	
Dell server	Server Room	
Fire safe filing cabinet, 2 dwr. – DOE	Server Room	
APC battery backup	Server Room	
D-link wireless router	Server Room	
Cisco wireless router	Server Room	
Ethernet switch	Server Room	
Dymo labelwriter	Back Office	
Dell P713w printer	Back Office	
Dell Grey laptop (EHI-4112118857f)	Back Office	
2 Dell 15" monitors	Back Office	
Apple MacBook Pro	Back Office	
2 Apple Ipads	Back Office/Front Office	
Dell laptop dock	Back Office	
AT&T desk phone – 1080	Back Office	
Apple Ipad	Checked out	200100
Apple Ipad	Checked out	200101
Apple Ipad	Checked out	200102
Apple Ipad	Checked out	200103
Apple Ipad	Checked out	200104
Apple Ipad	Checked out	200105
Apple Ipad	Checked out	200106
Apple Ipad	Checked out	200107
Apple Ipad	Checked out	200108
Apple Ipad	Checked out	200109
Apple Ipad	Checked out	200110
Apple Ipad	Checked out	200111
Apple Ipad	Checked out	200112
Apple Ipad	Checked out	200113
Apple Ipad	Checked out	200114
Apple Ipad	Checked out	200115
Apple Ipad	Checked out	200116
Apple Ipad	Checked out	200117
Apple Ipad	Front Office	200118
Apple Ipad	Front Office	200119

**J-4 SERVICE CONTRACT ACT WAGE DETERMINATIONS**

**Wage Determination**

**No.: 2005-2423 – Rev. 17 – PORTSMOUTH**



WD 05-2423 (Rev.-17) was first posted on www.wdol.gov on 07/14/2015

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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

Daniel W. Simms	Division of		Wage Determination No.: 2005-2423
Director	Wage Determinations		Revision No.: 17
			Date Of Revision: 07/08/2015

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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: Ohio

Area: Ohio Counties of Adams, Athens, Gallia, Highland, Hocking, Jackson, Lawrence, Meigs, Pike, Ross, Scioto, Vinton

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		10.91
01012 - Accounting Clerk II		12.56
01013 - Accounting Clerk III		14.03
01020 - Administrative Assistant		17.70
01040 - Court Reporter		18.49
01051 - Data Entry Operator I		11.47
01052 - Data Entry Operator II		12.52
01060 - Dispatcher, Motor Vehicle		17.05
01070 - Document Preparation Clerk		12.16
01090 - Duplicating Machine Operator		12.16
01111 - General Clerk I		10.42
01112 - General Clerk II		11.37
01113 - General Clerk III		12.76
01120 - Housing Referral Assistant		15.79
01141 - Messenger Courier		11.26
01191 - Order Clerk I		10.45
01192 - Order Clerk II		11.80
01261 - Personnel Assistant (Employment) I		12.96
01262 - Personnel Assistant (Employment) II		14.51
01263 - Personnel Assistant (Employment) III		16.17
01270 - Production Control Clerk		18.77
01280 - Receptionist		10.27
01290 - Rental Clerk		9.84
01300 - Scheduler, Maintenance		12.66
01311 - Secretary I		12.66
01312 - Secretary II		14.16
01313 - Secretary III		15.79
01320 - Service Order Dispatcher		15.16
01410 - Supply Technician		17.70
01420 - Survey Worker		11.21

01531 - Travel Clerk I	12.86
01532 - Travel Clerk II	13.72
01533 - Travel Clerk III	14.55
01611 - Word Processor I	11.21
01612 - Word Processor II	12.58
01613 - Word Processor III	14.07
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.26
05010 - Automotive Electrician	16.60
05040 - Automotive Glass Installer	15.87
05070 - Automotive Worker	15.87
05110 - Mobile Equipment Servicer	14.42
05130 - Motor Equipment Metal Mechanic	17.26
05160 - Motor Equipment Metal Worker	15.87
05190 - Motor Vehicle Mechanic	16.77
05220 - Motor Vehicle Mechanic Helper	14.33
05250 - Motor Vehicle Upholstery Worker	15.13
05280 - Motor Vehicle Wrecker	15.87
05310 - Painter, Automotive	16.60
05340 - Radiator Repair Specialist	15.87
05370 - Tire Repairer	13.87
05400 - Transmission Repair Specialist	17.26
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.06
07041 - Cook I	14.66
07042 - Cook II	16.06
07070 - Dishwasher	11.31
07130 - Food Service Worker	11.31
07210 - Meat Cutter	16.06
07260 - Waiter/Waitress	12.28
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.18
09040 - Furniture Handler	12.00
09080 - Furniture Refinisher	18.18
09090 - Furniture Refinisher Helper	14.06
09110 - Furniture Repairer, Minor	16.30
09130 - Upholsterer	18.18
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.17
11060 - Elevator Operator	11.17
11090 - Gardener	14.66
11122 - Housekeeping Aide	11.22
11150 - Janitor	11.22
11210 - Laborer, Grounds Maintenance	12.28
11240 - Maid or Houseman	10.04
11260 - Pruner	11.22
11270 - Tractor Operator	13.88
11330 - Trail Maintenance Worker	12.28
11360 - Window Cleaner	12.40
12000 - Health Occupations	
12010 - Ambulance Driver	13.53
12011 - Breath Alcohol Technician	15.71
12012 - Certified Occupational Therapist Assistant	21.21
12015 - Certified Physical Therapist Assistant	20.47
12020 - Dental Assistant	13.21
12025 - Dental Hygienist	27.52
12030 - EKG Technician	21.54
12035 - Electroneurodiagnostic Technologist	21.54
12040 - Emergency Medical Technician	13.53
12071 - Licensed Practical Nurse I	14.04
12072 - Licensed Practical Nurse II	15.71
12073 - Licensed Practical Nurse III	17.52

12100 - Medical Assistant	11.71
12130 - Medical Laboratory Technician	16.13
12160 - Medical Record Clerk	12.69
12190 - Medical Record Technician	14.19
12195 - Medical Transcriptionist	12.82
12210 - Nuclear Medicine Technologist	28.77
12221 - Nursing Assistant I	9.38
12222 - Nursing Assistant II	10.55
12223 - Nursing Assistant III	11.51
12224 - Nursing Assistant IV	12.92
12235 - Optical Dispenser	15.47
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	13.63
12280 - Phlebotomist	12.92
12305 - Radiologic Technologist	22.87
12311 - Registered Nurse I	21.89
12312 - Registered Nurse II	26.78
12313 - Registered Nurse II, Specialist	26.78
12314 - Registered Nurse III	32.40
12315 - Registered Nurse III, Anesthetist	32.40
12316 - Registered Nurse IV	38.83
12317 - Scheduler (Drug and Alcohol Testing)	19.47
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.15
13012 - Exhibits Specialist II	21.25
13013 - Exhibits Specialist III	26.00
13041 - Illustrator I	17.15
13042 - Illustrator II	21.25
13043 - Illustrator III	26.00
13047 - Librarian	23.53
13050 - Library Aide/Clerk	11.37
13054 - Library Information Technology Systems Administrator	21.25
13058 - Library Technician	14.80
13061 - Media Specialist I	15.33
13062 - Media Specialist II	17.15
13063 - Media Specialist III	19.13
13071 - Photographer I	13.81
13072 - Photographer II	15.45
13073 - Photographer III	19.14
13074 - Photographer IV	22.69
13075 - Photographer V	26.46
13110 - Video Teleconference Technician	16.45
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.61
14042 - Computer Operator II	18.72
14043 - Computer Operator III	21.15
14044 - Computer Operator IV	22.66
14045 - Computer Operator V	25.09
14071 - Computer Programmer I	21.74
14072 - Computer Programmer II	24.22
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	25.57
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.61
14160 - Personal Computer Support Technician	22.66
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.57
15020 - Aircrew Training Devices Instructor (Rated)	30.94
15030 - Air Crew Training Devices Instructor (Pilot)	36.53

15050 - Computer Based Training Specialist / Instructor	25.57
15060 - Educational Technologist	27.48
15070 - Flight Instructor (Pilot)	36.53
15080 - Graphic Artist	19.34
15090 - Technical Instructor	19.32
15095 - Technical Instructor/Course Developer	23.64
15110 - Test Proctor	15.60
15120 - Tutor	15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.13
16030 - Counter Attendant	9.13
16040 - Dry Cleaner	11.56
16070 - Finisher, Flatwork, Machine	9.13
16090 - Presser, Hand	9.13
16110 - Presser, Machine, Drycleaning	9.13
16130 - Presser, Machine, Shirts	9.13
16160 - Presser, Machine, Wearing Apparel, Laundry	9.13
16190 - Sewing Machine Operator	12.37
16220 - Tailor	13.18
16250 - Washer, Machine	9.91
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.98
19040 - Tool And Die Maker	21.26
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.69
21030 - Material Coordinator	18.77
21040 - Material Expediter	18.77
21050 - Material Handling Laborer	12.13
21071 - Order Filler	12.45
21080 - Production Line Worker (Food Processing)	13.69
21110 - Shipping Packer	13.86
21130 - Shipping/Receiving Clerk	13.86
21140 - Store Worker I	12.08
21150 - Stock Clerk	16.41
21210 - Tools And Parts Attendant	13.69
21410 - Warehouse Specialist	13.69
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.63
23021 - Aircraft Mechanic I	19.80
23022 - Aircraft Mechanic II	20.63
23023 - Aircraft Mechanic III	21.49
23040 - Aircraft Mechanic Helper	15.72
23050 - Aircraft, Painter	18.91
23060 - Aircraft Servicer	17.36
23080 - Aircraft Worker	18.20
23110 - Appliance Mechanic	18.69
23120 - Bicycle Repairer	13.87
23125 - Cable Splicer	26.73
23130 - Carpenter, Maintenance	19.58
23140 - Carpet Layer	18.58
23160 - Electrician, Maintenance	23.78
23181 - Electronics Technician Maintenance I	21.12
23182 - Electronics Technician Maintenance II	23.33
23183 - Electronics Technician Maintenance III	24.78
23260 - Fabric Worker	16.61
23290 - Fire Alarm System Mechanic	19.17
23310 - Fire Extinguisher Repairer	15.48
23311 - Fuel Distribution System Mechanic	19.64
23312 - Fuel Distribution System Operator	15.77
23370 - General Maintenance Worker	14.33
23380 - Ground Support Equipment Mechanic	19.80
23381 - Ground Support Equipment Servicer	17.36

23382 - Ground Support Equipment Worker	18.20
23391 - Gunsmith I	15.48
23392 - Gunsmith II	17.78
23393 - Gunsmith III	19.80
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.45
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.18
23430 - Heavy Equipment Mechanic	17.77
23440 - Heavy Equipment Operator	21.57
23460 - Instrument Mechanic	22.10
23465 - Laboratory/Shelter Mechanic	18.92
23470 - Laborer	12.23
23510 - Locksmith	18.18
23530 - Machinery Maintenance Mechanic	20.36
23550 - Machinist, Maintenance	19.47
23580 - Maintenance Trades Helper	14.77
23591 - Metrology Technician I	22.10
23592 - Metrology Technician II	22.94
23593 - Metrology Technician III	23.78
23640 - Millwright	22.14
23710 - Office Appliance Repairer	18.54
23760 - Painter, Maintenance	18.56
23790 - Pipefitter, Maintenance	21.00
23810 - Plumber, Maintenance	20.25
23820 - Pneudraulic Systems Mechanic	19.80
23850 - Rigger	19.80
23870 - Scale Mechanic	17.78
23890 - Sheet-Metal Worker, Maintenance	19.73
23910 - Small Engine Mechanic	17.38
23931 - Telecommunications Mechanic I	25.39
23932 - Telecommunications Mechanic II	26.36
23950 - Telephone Lineman	23.30
23960 - Welder, Combination, Maintenance	17.64
23965 - Well Driller	19.58
23970 - Woodcraft Worker	19.80
23980 - Woodworker	15.48
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.32
24580 - Child Care Center Clerk	11.66
24610 - Chore Aide	10.29
24620 - Family Readiness And Support Services Coordinator	11.03
24630 - Homemaker	12.96
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.95
25040 - Sewage Plant Operator	18.18
25070 - Stationary Engineer	24.95
25190 - Ventilation Equipment Tender	16.70
25210 - Water Treatment Plant Operator	18.18
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.22
27007 - Baggage Inspector	10.64
27008 - Corrections Officer	18.93
27010 - Court Security Officer	18.63
27030 - Detection Dog Handler	11.92
27040 - Detention Officer	18.93
27070 - Firefighter	17.41
27101 - Guard I	10.64
27102 - Guard II	11.92
27131 - Police Officer I	18.22
27132 - Police Officer II	20.24

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.75
28042 - Carnival Equipment Repairer	15.58
28043 - Carnival Equipment Worker	12.01
28210 - Gate Attendant/Gate Tender	13.36
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	14.94
28510 - Recreation Aide/Health Facility Attendant	10.91
28515 - Recreation Specialist	17.03
28630 - Sports Official	11.91
28690 - Swimming Pool Operator	17.67
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.11
29020 - Hatch Tender	17.11
29030 - Line Handler	17.11
29041 - Stevedore I	16.36
29042 - Stevedore II	18.00
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	16.51
30022 - Archeological Technician II	18.47
30023 - Archeological Technician III	22.89
30030 - Cartographic Technician	22.89
30040 - Civil Engineering Technician	20.48
30061 - Drafter/CAD Operator I	16.51
30062 - Drafter/CAD Operator II	18.47
30063 - Drafter/CAD Operator III	20.60
30064 - Drafter/CAD Operator IV	25.34
30081 - Engineering Technician I	15.58
30082 - Engineering Technician II	18.24
30083 - Engineering Technician III	20.23
30084 - Engineering Technician IV	25.29
30085 - Engineering Technician V	30.93
30086 - Engineering Technician VI	37.42
30090 - Environmental Technician	19.29
30210 - Laboratory Technician	19.26
30240 - Mathematical Technician	22.71
30361 - Paralegal/Legal Assistant I	17.74
30362 - Paralegal/Legal Assistant II	21.96
30363 - Paralegal/Legal Assistant III	26.89
30364 - Paralegal/Legal Assistant IV	32.54
30390 - Photo-Optics Technician	22.89
30461 - Technical Writer I	22.89
30462 - Technical Writer II	28.00
30463 - Technical Writer III	33.03
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.60
Surface Programs	
30621 - Weather Observer, Senior (see 2)	22.89
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.50
31030 - Bus Driver	13.37
31043 - Driver Courier	11.80
31260 - Parking and Lot Attendant	8.90
31290 - Shuttle Bus Driver	12.76
31310 - Taxi Driver	9.17

31361 - Truckdriver, Light	12.76
31362 - Truckdriver, Medium	15.11
31363 - Truckdriver, Heavy	16.27
31364 - Truckdriver, Tractor-Trailer	16.27
99000 - Miscellaneous Occupations	
99030 - Cashier	7.99
99050 - Desk Clerk	10.14
99095 - Embalmer	22.41
99251 - Laboratory Animal Caretaker I	13.20
99252 - Laboratory Animal Caretaker II	13.86
99310 - Mortician	27.93
99410 - Pest Controller	15.46
99510 - Photofinishing Worker	10.96
99710 - Recycling Laborer	13.94
99711 - Recycling Specialist	16.92
99730 - Refuse Collector	12.73
99810 - Sales Clerk	10.31
99820 - School Crossing Guard	11.31
99830 - Survey Party Chief	17.79
99831 - Surveying Aide	11.78
99832 - Surveying Technician	16.17
99840 - Vending Machine Attendant	13.88
99841 - Vending Machine Repairer	16.06
99842 - Vending Machine Repairer Helper	13.88

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, 4 after 15 years, and 5 after 25 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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 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.

**J-5 SERVICE CONTRACT ACT WAGE DETERMINATIONS**

**Wage Determination**

**No.: 2005-2495 – Rev. 19 – PADUCAH**

WD 05-2495 (Rev.-19) was first posted on www.wdol.gov on 07/14/2015

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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

Daniel W. Simms	Division of		Wage Determination No.: 2005-2495
Director	Wage Determinations		Revision No.: 19
			Date Of Revision: 07/08/2015

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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).

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States: Arkansas, Kentucky, Mississippi, Tennessee

Area: Arkansas Counties of Craighead, Crittenden, Cross, Lee, Mississippi, Poinsett, St Francis  
 Kentucky Counties of Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Marshall, McCracken  
 Mississippi Counties of Benton, De Soto, Marshall, Tippah  
 Tennessee Counties of Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, Madison, McNairy, Obion, Shelby, Tipton, Weakley

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.78
01012 - Accounting Clerk II		15.47
01013 - Accounting Clerk III		17.30
01020 - Administrative Assistant		21.69
01040 - Court Reporter		17.00
01051 - Data Entry Operator I		11.67
01052 - Data Entry Operator II		12.72
01060 - Dispatcher, Motor Vehicle		17.47
01070 - Document Preparation Clerk		12.64
01090 - Duplicating Machine Operator		12.64
01111 - General Clerk I		12.56
01112 - General Clerk II		13.71
01113 - General Clerk III		15.47
01120 - Housing Referral Assistant		20.25
01141 - Messenger Courier		11.61
01191 - Order Clerk I		12.37
01192 - Order Clerk II		13.50
01261 - Personnel Assistant (Employment) I		15.20
01262 - Personnel Assistant (Employment) II		17.00
01263 - Personnel Assistant (Employment) III		19.71
01270 - Production Control Clerk		20.56
01280 - Receptionist		13.23
01290 - Rental Clerk		15.13
01300 - Scheduler, Maintenance		15.74

01311	- Secretary I	15.74
01312	- Secretary II	17.61
01313	- Secretary III	19.63
01320	- Service Order Dispatcher	15.81
01410	- Supply Technician	20.59
01420	- Survey Worker	17.19
01531	- Travel Clerk I	12.72
01532	- Travel Clerk II	13.54
01533	- Travel Clerk III	14.58
01611	- Word Processor I	12.06
01612	- Word Processor II	15.20
01613	- Word Processor III	17.17
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.85
05010	- Automotive Electrician	19.23
05040	- Automotive Glass Installer	17.17
05070	- Automotive Worker	17.21
05110	- Mobile Equipment Servicer	15.07
05130	- Motor Equipment Metal Mechanic	19.23
05160	- Motor Equipment Metal Worker	17.21
05190	- Motor Vehicle Mechanic	19.23
05220	- Motor Vehicle Mechanic Helper	13.97
05250	- Motor Vehicle Upholstery Worker	17.21
05280	- Motor Vehicle Wrecker	17.21
05310	- Painter, Automotive	18.23
05340	- Radiator Repair Specialist	17.21
05370	- Tire Repairer	11.65
05400	- Transmission Repair Specialist	18.98
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.90
07041	- Cook I	9.36
07042	- Cook II	10.99
07070	- Dishwasher	8.88
07130	- Food Service Worker	8.88
07210	- Meat Cutter	13.65
07260	- Waiter/Waitress	8.52
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.21
09040	- Furniture Handler	10.74
09080	- Furniture Refinisher	16.21
09090	- Furniture Refinisher Helper	12.97
09110	- Furniture Repairer, Minor	15.27
09130	- Upholsterer	17.53
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.86
11060	- Elevator Operator	10.58
11090	- Gardener	14.17
11122	- Housekeeping Aide	10.25
11150	- Janitor	11.16
11210	- Laborer, Grounds Maintenance	11.36
11240	- Maid or Houseman	9.21
11260	- Pruner	10.11
11270	- Tractor Operator	14.85
11330	- Trail Maintenance Worker	11.36
11360	- Window Cleaner	12.03
12000	- Health Occupations	
12010	- Ambulance Driver	17.06
12011	- Breath Alcohol Technician	16.61
12012	- Certified Occupational Therapist Assistant	19.86
12015	- Certified Physical Therapist Assistant	19.86
12020	- Dental Assistant	14.62
12025	- Dental Hygienist	28.57

12030 - EKG Technician	19.34
12035 - Electroneurodiagnostic Technologist	19.34
12040 - Emergency Medical Technician	17.06
12071 - Licensed Practical Nurse I	14.84
12072 - Licensed Practical Nurse II	16.61
12073 - Licensed Practical Nurse III	18.52
12100 - Medical Assistant	12.88
12130 - Medical Laboratory Technician	16.05
12160 - Medical Record Clerk	13.06
12190 - Medical Record Technician	14.61
12195 - Medical Transcriptionist	16.52
12210 - Nuclear Medicine Technologist	30.80
12221 - Nursing Assistant I	9.64
12222 - Nursing Assistant II	10.84
12223 - Nursing Assistant III	11.83
12224 - Nursing Assistant IV	13.75
12235 - Optical Dispenser	15.66
12236 - Optical Technician	13.51
12250 - Pharmacy Technician	13.61
12280 - Phlebotomist	13.75
12305 - Radiologic Technologist	24.12
12311 - Registered Nurse I	25.41
12312 - Registered Nurse II	30.43
12313 - Registered Nurse II, Specialist	30.43
12314 - Registered Nurse III	36.80
12315 - Registered Nurse III, Anesthetist	36.80
12316 - Registered Nurse IV	44.11
12317 - Scheduler (Drug and Alcohol Testing)	20.36
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.04
13012 - Exhibits Specialist II	19.79
13013 - Exhibits Specialist III	24.21
13041 - Illustrator I	16.96
13042 - Illustrator II	19.79
13043 - Illustrator III	24.21
13047 - Librarian	21.91
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	19.79
13058 - Library Technician	13.07
13061 - Media Specialist I	14.28
13062 - Media Specialist II	15.97
13063 - Media Specialist III	17.81
13071 - Photographer I	14.68
13072 - Photographer II	17.85
13073 - Photographer III	20.68
13074 - Photographer IV	23.22
13075 - Photographer V	28.10
13110 - Video Teleconference Technician	18.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.64
14042 - Computer Operator II	18.67
14043 - Computer Operator III	20.82
14044 - Computer Operator IV	23.14
14045 - Computer Operator V	25.61
14071 - Computer Programmer I	21.66
14072 - Computer Programmer II	26.85
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	16.64
14160 - Personal Computer Support Technician	21.44
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.88
15020 - Aircrew Training Devices Instructor (Rated)	36.76
15030 - Air Crew Training Devices Instructor (Pilot)	40.44
15050 - Computer Based Training Specialist / Instructor	27.88
15060 - Educational Technologist	24.67
15070 - Flight Instructor (Pilot)	40.44
15080 - Graphic Artist	23.07
15090 - Technical Instructor	21.83
15095 - Technical Instructor/Course Developer	26.71
15110 - Test Proctor	17.62
15120 - Tutor	17.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.06
16030 - Counter Attendant	9.06
16040 - Dry Cleaner	11.68
16070 - Finisher, Flatwork, Machine	9.06
16090 - Presser, Hand	9.06
16110 - Presser, Machine, Drycleaning	9.06
16130 - Presser, Machine, Shirts	9.06
16160 - Presser, Machine, Wearing Apparel, Laundry	9.06
16190 - Sewing Machine Operator	12.50
16220 - Tailor	13.31
16250 - Washer, Machine	10.02
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.24
19040 - Tool And Die Maker	19.37
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.10
21030 - Material Coordinator	20.56
21040 - Material Expediter	20.56
21050 - Material Handling Laborer	13.47
21071 - Order Filler	11.07
21080 - Production Line Worker (Food Processing)	13.10
21110 - Shipping Packer	14.59
21130 - Shipping/Receiving Clerk	14.59
21140 - Store Worker I	10.43
21150 - Stock Clerk	14.76
21210 - Tools And Parts Attendant	13.35
21410 - Warehouse Specialist	13.35
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.88
23021 - Aircraft Mechanic I	21.79
23022 - Aircraft Mechanic II	22.88
23023 - Aircraft Mechanic III	24.02
23040 - Aircraft Mechanic Helper	14.19
23050 - Aircraft, Painter	20.60
23060 - Aircraft Servicer	16.34
23080 - Aircraft Worker	17.40
23110 - Appliance Mechanic	17.27
23120 - Bicycle Repairer	11.39
23125 - Cable Splicer	23.89
23130 - Carpenter, Maintenance	16.39
23140 - Carpet Layer	16.87
23160 - Electrician, Maintenance	20.81
23181 - Electronics Technician Maintenance I	21.17
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	24.13
23260 - Fabric Worker	15.27
23290 - Fire Alarm System Mechanic	18.55

23310 - Fire Extinguisher Repairer	14.10
23311 - Fuel Distribution System Mechanic	19.65
23312 - Fuel Distribution System Operator	17.03
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	19.81
23381 - Ground Support Equipment Servicer	14.85
23382 - Ground Support Equipment Worker	15.82
23391 - Gunsmith I	14.10
23392 - Gunsmith II	16.42
23393 - Gunsmith III	18.72
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.18
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.55
23430 - Heavy Equipment Mechanic	19.09
23440 - Heavy Equipment Operator	17.47
23460 - Instrument Mechanic	18.97
23465 - Laboratory/Shelter Mechanic	17.58
23470 - Laborer	12.46
23510 - Locksmith	18.24
23530 - Machinery Maintenance Mechanic	20.73
23550 - Machinist, Maintenance	18.60
23580 - Maintenance Trades Helper	13.65
23591 - Metrology Technician I	18.97
23592 - Metrology Technician II	20.10
23593 - Metrology Technician III	21.32
23640 - Millwright	19.53
23710 - Office Appliance Repairer	17.58
23760 - Painter, Maintenance	17.49
23790 - Pipefitter, Maintenance	19.62
23810 - Plumber, Maintenance	18.80
23820 - Pneudraulic Systems Mechanic	18.72
23850 - Rigger	18.35
23870 - Scale Mechanic	16.42
23890 - Sheet-Metal Worker, Maintenance	18.72
23910 - Small Engine Mechanic	17.13
23931 - Telecommunications Mechanic I	21.79
23932 - Telecommunications Mechanic II	23.09
23950 - Telephone Lineman	20.01
23960 - Welder, Combination, Maintenance	18.00
23965 - Well Driller	19.79
23970 - Woodcraft Worker	18.72
23980 - Woodworker	14.10
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.22
24580 - Child Care Center Clerk	14.11
24610 - Chore Aide	8.83
24620 - Family Readiness And Support Services Coordinator	12.32
24630 - Homemaker	16.62
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.36
25040 - Sewage Plant Operator	19.58
25070 - Stationary Engineer	23.36
25190 - Ventilation Equipment Tender	15.83
25210 - Water Treatment Plant Operator	19.58
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.59
27007 - Baggage Inspector	10.51
27008 - Corrections Officer	19.23
27010 - Court Security Officer	18.53
27030 - Detection Dog Handler	12.35



27040 - Detention Officer	19.23
27070 - Firefighter	16.97
27101 - Guard I	9.93
27102 - Guard II	12.35
27131 - Police Officer I	21.51
27132 - Police Officer II	22.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.40
28042 - Carnival Equipment Repairer	11.21
28043 - Carnival Equipment Worker	7.99
28210 - Gate Attendant/Gate Tender	13.81
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	15.45
28510 - Recreation Aide/Health Facility Attendant	11.28
28515 - Recreation Specialist	12.69
28630 - Sports Official	12.31
28690 - Swimming Pool Operator	12.75
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.29
29020 - Hatch Tender	16.29
29030 - Line Handler	16.29
29041 - Stevedore I	15.93
29042 - Stevedore II	17.99
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	16.54
30022 - Archeological Technician II	18.50
30023 - Archeological Technician III	22.93
30030 - Cartographic Technician	22.93
30040 - Civil Engineering Technician	20.36
30061 - Drafter/CAD Operator I	16.54
30062 - Drafter/CAD Operator II	18.50
30063 - Drafter/CAD Operator III	20.64
30064 - Drafter/CAD Operator IV	25.39
30081 - Engineering Technician I	17.14
30082 - Engineering Technician II	18.54
30083 - Engineering Technician III	21.52
30084 - Engineering Technician IV	25.66
30085 - Engineering Technician V	30.95
30086 - Engineering Technician VI	37.45
30090 - Environmental Technician	21.22
30210 - Laboratory Technician	19.58
30240 - Mathematical Technician	22.93
30361 - Paralegal/Legal Assistant I	18.81
30362 - Paralegal/Legal Assistant II	22.31
30363 - Paralegal/Legal Assistant III	27.20
30364 - Paralegal/Legal Assistant IV	33.01
30390 - Photo-Optics Technician	22.93
30461 - Technical Writer I	22.46
30462 - Technical Writer II	27.48
30463 - Technical Writer III	33.24
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	20.64
30621 - Weather Observer, Senior	23.38
31000 - Transportation/Mobile Equipment Operation Occupations	

31020 - Bus Aide	11.67
31030 - Bus Driver	16.73
31043 - Driver Courier	13.20
31260 - Parking and Lot Attendant	8.51
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	10.04
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	15.04
31363 - Truckdriver, Heavy	20.14
31364 - Truckdriver, Tractor-Trailer	20.14
99000 - Miscellaneous Occupations	
99030 - Cashier	8.92
99050 - Desk Clerk	9.53
99095 - Embalmer	24.26
99251 - Laboratory Animal Caretaker I	11.95
99252 - Laboratory Animal Caretaker II	13.40
99310 - Mortician	24.26
99410 - Pest Controller	15.45
99510 - Photofinishing Worker	11.96
99710 - Recycling Laborer	15.49
99711 - Recycling Specialist	16.25
99730 - Refuse Collector	13.79
99810 - Sales Clerk	11.81
99820 - School Crossing Guard	11.66
99830 - Survey Party Chief	19.49
99831 - Surveying Aide	12.77
99832 - Surveying Technician	17.49
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	15.76
99842 - Vending Machine Repairer Helper	12.54

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 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 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.