

**ORDER FOR SUPPLIES OR SERVICES**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

**CONFORMED THRU MOD 006**

1. DATE OF ORDER 03/09/2017		2. CONTRACT NO. (If any) DE-EM0004599/ 1087-16-606432		6. SHIP TO: a. NAME OF CONSIGNEE US Department of Energy	
3. ORDER NO. DE-DT0012903		4. REQUISITION/REFERENCE NO.		b. STREET ADDRESS EM Los Alamos Field Office 1900 Diamond Drive	
5. ISSUING OFFICE (Address correspondence to) EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202				c. CITY Los Alamos	e. ZIP CODE 87544
7. TO: SEPTEMBER MYRES a. NAME OF CONTRACTOR SUNSI JV LLC				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 305 N 3RD AVE STE B				REFERENCE YOUR:  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY POCATELLO		e. STATE ID	f. ZIP CODE 83201	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE EMCBC	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					12. F.O.B. POINT Destination
13. PLACE OF a. INSPECTION Destination		14. GOVERNMENT B/L NO. b. ACCEPTANCE Destination		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 02/21/2017	16. DISCOUNT TERMS NET 15

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00001	Tax ID Number: 38-3954842 DUNS Number: 079737229 Period of Performance: 02/21/2017 to 02/20/2018 Technical Support (Labor) Continued ...				\$1,551,147	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
21. MAIL INVOICE TO: a. NAME OR for EMCBC b. STREET ADDRESS U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 c. CITY Oak Ridge							
SEE BILLING INSTRUCTIONS ON REVERSE						\$1,949,218.00	17(i) GRAND TOTAL
				d. STATE TN	e. ZIP CODE 37831	\$1,949,218.00	

22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) Christopher A. Lockhart TITLE: CONTRACTING/ORDERING OFFICER			
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**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/09/2017	CONTRACT NO. DE-EM0004599/1087-16-606432	ORDER NO. DE-DT0012903
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ITEM NO.	SUPPLIES/SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT	QUANTITY ACCEPTED
(a)	(b)	(c)	(d)	(e)	(f)	(g)
00002	Materials				\$100,000.00	
00003	Technical Support (Labor - Months 13-18)				\$298,070.60	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$398,070.60

**PART I – THE SCHEDULE**

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

**B.01 TYPE OF TASK ORDER AND SERVICES BEING ACQUIRED**

This is a Time-and-Materials (T&M) task order issued in accordance with the terms and conditions set forth in the Master IDIQ Contract DE-EM0004599. The Contractor has the responsibility for determining the specific methods and approaches for accomplishing the work identified herein. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Task Order as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the work identified and described in Section C, Performance Work Statement

**B.02 PRICE SCHEDULE**

**Base Period: Months 1 through 12**

CLIN	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	EXTENDED AMOUNT
0001	Technical Support	1	NTE	\$1,551,147.00
0002	Materials	1	NTE	\$ 100,000
<b>Total Price – Base Period</b>				\$1,651,147.00

Year 1 – Months 1 through 12			
Technical Support			
Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Fixed Unit Rate	Extended Amount
Project Manager (Subject Matter Expert IV)	1,163		
Deputy Project Manager (Subject Matter Expert IV)	1,163		
Waste Management/Packaging/ Transportation SME (Principal Program Operations & Management Consultant II)	1,312		
Multi-Tiered Regulatory	984		

(Principal Regulatory Analyst)			
Engineering SME (Subject Matter Expert IV)	744		
Safety Basis SME (Senior Health and Safety Professional III)	480		
Health Physicist/Radiological SME (Senior Health and Safety Professional III)	360		
Scheduler (Project Management and Controls Specialist)	176		
Technical Writer	448		
Estimator (Project Management and Controls Specialist)	126		
Safeguards/Security SME (Safeguards and Security Specialist III)	54		
SUNSi Other SME (Subject Matter Expert IV)	1,127		
Aspen Other SME (Program Special Advisor/Sr. Scientist)	327		
<b>Subtotal Amount CLIN 0001</b>	8,464		

<u>CLIN</u>	<u>SCHEDULE OF SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT OF MEASURE</u>	<u>EXTENDED AMOUNT</u>
<b>0003</b>	Technical Support	<u>1</u>	<u>NTE</u>	<u>\$298,070.60</u>
	<b><u>Total Price – Extension Period</u></b>			<u>\$298,070.60</u>

**Year 2 – Months 13 through 18**

<b><u>Technical Support</u></b>			
<u>Labor Category</u>	<u>Estimated Direct Productive Labor Hours (DPLH)</u>	<u>Fixed Unit Rate</u>	<u>Extended Amount</u>
Project Manager (Subject Matter Expert IV)	<u>240</u>		
Deputy Project Manager (Subject Matter Expert IV)	<u>240</u>		
Multi-Tiered Regulatory (Principal Regulatory Analyst)	<u>200</u>		

<u>Engineering SME (Subject Matter Expert IV)</u>	<u>600</u>		
<u>Scheduler (Project Management and Controls Specialist)</u>	<u>360</u>		
<u>Technical Writer</u>	<u>60</u>		
<u>SUNSi Other SME (Subject Matter Expert IV)</u>	<u>280</u>		
<u>Aspen Other SME (Program Special Advisor/Sr. Scientist)</u>	<u>40</u>		
<b><u>Subtotal Amount CLIN 0003</u></b>	<b><u>2,020</u></b>		

**B.03 DOE-B-2013 OBLIGATION OF FUNDS (OCT 2014)**

Pursuant to Master Contract clause I.70. FAR 52.232-22, Limitation of Funds (1984) total funds in the amount(s) specified below is obligated for the payment of allowable costs. It is estimated that this amount is sufficient to cover performance through the date(s) shown below:

<b>CLIN</b>	<b>Funding Amount</b>	<b>Estimated Date</b>
0001 – Labor	\$1,551,120	March 8, 2018
0002 – Materials	\$100,000	September 8, 2018
0003 – Technical Support – Extension Period	\$298,071	September 8, 2018
<b>Total</b>	<b>\$1,949,191.00</b>	

## **PART I – THE SCHEDULE**

### **SECTION C**

#### **DESCRIPTIONS/SPECIFICATIONS/PERFORMANCE WORK STATEMENT**

##### **C.1.0 INTRODUCTION**

###### **C.1.1 Context**

The Department of Energy (DOE) Environmental Management Los Alamos Field Office (EM-LA) is examining options for handling its TRU waste currently stored at the Waste Control Specialists LLC facility located at Andrews, Texas. The objective of this Performance Work Statement (PWS) is to investigate the feasibility of differing options on methodology for preparing this waste for transport and ultimate disposal at the Waste Isolation Pilot Plant (WIPP).

###### **C.1.2 Background**

DOE authorized its Contractors to send TRU mixed waste from Los Alamos National Laboratory (LANL) for contemplated temporary storage at the Waste Control Specialists LLC (WCS) facility after the events in late January and early February 2014 caused the operational shutdown of the Waste Isolation Pilot Plant (WIPP), the intended disposal facility for LANL TRU waste. To the best knowledge and understanding of all parties at that time, the shipments of the LANL TRU waste to WCS were compliant with applicable Department of Transportation (DOT) and Nuclear Regulatory Commission (NRC) standards and regulations. By best understanding waste content was, believed to be acceptable for disposal at WIPP without additional treatment or repackaging.

The TRU waste was intended by agreement to be stored at the WCS facility for less than one year from the initial date of receipt of each shipment. All shipments to WCS were made in accordance with the then-applicable WIPP shipping requirements, using WIPP shipping packages, trucks, trailers, and personnel. After shipment to WCS had already started and TRU waste was received at WCS, investigatory assessment determined that the source of the radiological release incident at the WIPP facility was a drum that had originated at the LANL facility. All TRU waste shipments to WCS from LANL immediately ceased until more information was made available.

Further investigation by DOE determined that an exothermic reaction involving the mixture of the organic materials, absorbents, and/or neutralizer; and the nitrate salts occurred inside the LANL drum 686880 at the WIPP facility. This exothermic reaction resulted in pressurization of the drum at WIPP, produced failure of the drum locking ring, and causing displacement of the drum lid from which radioactive materials were released into the WIPP underground atmosphere. It was confirmed by DOE that some portion of the LANL TRU waste received for storage at WCS is from the same population as the LANL reactive drum at WIPP.

### **C.1.3 Task Summary**

The purpose of this scope of work is to describe the feasibility and provide detailed analysis to DOE on options to support confirmatory analyses needed to facilitate the final disposition of TRU waste stored at WCS. Safety and regulatory compliance of any alternative and resulting design is of paramount importance. Output from this evaluation effort is expected to result in detailed analysis of options.

The Contractor shall evaluate the options as listed below under the Scope of Work for waste stored at WCS. With alternatives identified, the Contractor shall then prepare a Feasibility Report which documents:

- All the alternatives evaluated, including feasibility, pros/cons and the corresponding estimated schedule and costs of each alternative; included shall be an analysis of each alternative's potential to most efficiently accomplish the transportation, handling, opening, extraction, examination and treatment as applicable of the TRU waste stored at WCS.
- Innovative ways to accomplish any identified facility modification within shorter timeframes and/or at less cost.
- Innovative ways to minimize impacts to the current operations of the WCS facility.

DOE and WCS submitted an initial Plan for Disposition of LANL TRU Waste in Storage at WCS ("the Plan") to the Texas Commission on Environmental Quality (TCEQ) and EM-LA will provide access to the Plan to Contractor. The TCEQ returned its comments on the Plan to DOE Office of Environmental Management (EM) in a letter dated August 11, 2016. Contractor shall ensure that TCEQ concerns are addressed.

This feasibility study shall provide advice to DOE on a range of options to be considered and shall provide the technical basis for future activities that may include design, operational services and/or equipment. These options shall also be used to evaluate and complete any needed actions under the National Environmental Policy Act (NEPA). It may require a combination of transportation, construction, and capital projects.

The proposed options are as follows:

Stabilize the waste at WCS /on-site treatment and re-certification and disposal at WIPP.

- Stabilized the waste at WCS/ship drums to another DOE site for treatment and re-certification and disposal at WIPP
- No treatment at WCS. ship to LANL
- Ship to other commercial facility for treatment and ship to WIPP
- Ship directly to WIPP for disposal.

The Contractor shall provide all required expertise to perform this scope of work. Contractor knowledge shall include TRU waste management, waste acceptance criteria, DOE Policies and Orders, Federal and State regulatory requirements (e.g., DOT, NRC, NMED, TCEQ, etc.), engineering and design, nuclear operations, nuclear safety, and cost and scheduling estimating with specific experience in DOE- and NRC-regulated nuclear facilities including the waste acceptance

equipments at WIPP.

DOE has issued a task order to the Savannah River National Laboratory to perform a Reaction Probability Risk Analysis of Type 3 waste at WCS. In part, the statement of work states: "As part of the development of the Feasibility Study, two needs have been identified. First, for a reaction probability risk analysis of the TRU waste at WCS to determine the potential for reactivity/thermal ring handling and transportation to the proposed DOE sites that are considered as options in the Feasibility Study. Second, the development of a technical and regulatory basis for the removal of the RCRA D001 Ignitability code that has been applied to the Type 3 wastes at WCS (including an analysis of whether the Type 3 waste at WCS would pass the applicable WIPP Basis of Knowledge criteria)". The results of this analysis may have an effect on decisions for how this waste will be treated and/or transported. The results will be evaluated by the Feasibility Study Team and incorporated into the revision to the December Feasibility Study (Revision 0) provided to TCEQ estimated to be in the spring of 2018.

The Feasibility Study Team will also evaluate any additional feedback from regulators, stakeholders as well as lessons learned from the LANL RNS drum processing and incorporate pertinent changes into the Feasibility Study Report.

## **C.2.0 WORK SCOPE**

The contractor shall perform the following:

### **C.2.1 Team Kickoff Meeting**

The Contractor shall hold a team kickoff meeting at Los Alamos, New Mexico to discuss scope, schedule, and budget for the tasks listed below. DOE shall provide the conference room facilities and presentation equipment. The Contractor shall schedule this meeting mutually within two weeks after the contract is signed. The Contractor's main point of contact (POC) for this Task Order is required to attend this meeting, along with up additional key personnel as required. The Contractor shall be required to coordinate with DOE/EM-LA to arrange an initial tour of the WCS facility as the initial part of this visit. Interactions and requests for information between the Contractor and WCS shall be coordinated with the Contracting Officer or Contracting Officer Representative. The Contractor shall provide brief DOE on the method and timing for executing the tasks in this Task Order. The Contractor shall also be expected to ask for any outstanding clarifications from DOE on the remaining subtasks.

### **C.2.2 Draft engineering evaluation and initial feasibility study.**

The Contractor shall perform an initial review of the current status of waste at WCS and other material provided by DOE and WCS. It is anticipated there will be a need for information exchanges with DOE and WCS during this time. Upon analysis of such provided information, the Contractor shall develop and deliver the following:

- A draft feasibility functions and requirements document that describes what action would be required to address the proposed options described above that can be provided to the government for input into a government-owned P6 scheduling system.
- Describe issues and requirements that DOE and the WCS facility will encounter for any option evaluated that entails opening waste containers at WCS.
- An initial set of documents that describe the operational steps necessary to stage equipment, open containers, provide examinations, and reseal containers that should describe all the steps necessary to meet the functional requirements.
- Perform Study to show what adaptations and/or modifications to the facility that will be needed. To the maximum extent possible, commercially available equipment, including off-the-shelf equipment, should be evaluated when considering equipment, if any. Safety shall be of paramount important in any evaluation. The Contractor shall provide an analysis of each considered alternative considering the pros/cons or benefits and liabilities of each, as well as an analysis of each alternative's potential to most efficiently accomplishing disposal at WIPP. The Contractor shall explain any potential innovations to accomplish the facility modification within shorter timeframes and/or at less cost, as well as innovations to minimize impacts to the current WCS operation of the facility. The Contractor shall make recommendations to DOE if the Contractor determines that there are no reasonable alternatives available.
- Outline a regulatory frame work that address key milestones for permits, modification and review requirements by federal, state, and local regulatory agency or agencies.
- Provide a plan for key stakeholder input, which include: TCEQ, NRC Region IV), Environmental Protection Agency (EPA Region 6), DOE, WCS, and appropriate state and local officials.
- Evaluate the Lessons Learned from the LANL experience in treating the Remediated Nitrate Salt drums and incorporate the pertinent data and relevant information related to each Option in the Feasibility Study.
- Deliver the output from the tasks above along with a summary report describing the options available to DOE. The summary report shall include recommendations for DOE's consideration. Provide a detailed presentation that may be located at DOE facilities in Washington, DC, or at regulator's offices in Texas that summarizes the results of the efforts to date, provides recommendations, the rationale behind those recommendations, and describes any risks that the contractor may foresee moving forward. DOE may invite key stakeholders to attend these briefings.
- The initial December Feasibility Study - Revision (0) deliverable shall be revised to consider and incorporate the findings in the SRNL study to adjust the various options analyzed in December Feasibility Study - Revision (0), and incorporate the findings of the study, as appropriate. This revision shall also incorporate lessons learned from the LANL RNS campaign.

- Revision (1) of the Feasibility Study, including adjustments from the SRNL Study, lessons learned from the LANL RNS campaign, and comment resolution from DOE, WCS, and regulators shall delivered to the DOE by June 1, 2018.

### **C.2.3 Status Reports**

On a monthly basis, the Contractor shall submit a brief written status report to the DOE CO and COR. The Contractor and the COR will also participate in brief telephone calls as needed to address emerging issues and/or exchange information in a timely manner.

### **C.2.4 Final Deliverables for Selected Options**

1. The Contractor shall provide the following for the Feasibility Study:

- 1.1 A finalized functional requirements document for the selected option(s);
- 1.2 Provide a list of applicable codes, standards, and DOE orders;
- 1.3 Provide a set of drawings and flow charts, as applicable, with appropriate detail;
- 1.4 At EM-LA's request, the contractor shall provide a detailed schedule and cost estimate suitable for use as an independent government estimate, using best practices and adherence to the FAR; and
- 1.5 The Contractor shall provide a description of the reasonably foreseeable NEPA impacts of selected options.

2. A final review meeting will be held at DOE facilities and/or regulatory offices in Texas to summarize the overall results of this effort and make any final recommendations to DOE.

The Contractor shall provide an analysis of regulatory permits and or licensing modifications that would be needed to execute a selected option will be incorporated into the detailed schedule to include the duration of obtaining, the associated cost, and a measure of risk or likelihood of obtaining from the regulator.

### **C.2.5 White Paper in Support of Feasibility Study for Other Options**

The Contractor shall prepare a white paper for DOE that considers the feasibility of other potential options that had not been previously identified. These options may include the modifications of other facilities (including facilities at DOE sites), potential process and/or safety improvements, construction of a new facility, or the construction of a mobile hot cell facility. The Contractor may explore options that appear feasible. The white paper shall be written such that the audience is the DOE senior level management. The white paper shall also be free of any proprietary information or white paper, such as calculations, cost estimates, sketches, assumptions, etc. shall also be delivered.

The format of the White Paper shall be at the discretion of the Contractor but shall be in Microsoft Office Word.

For estimating purposes, the Contractor shall assume that the options that will require facility modifications or new facilities will require standard DOE budgeting, contracting, and project management practices. Background material used to develop the White Paper shall be delivered on electronic media at the end of this subtask.

### **C.2.6 Closeout Report**

Prepare a close-out report summarizing the results of all of the work scope above and provide suggestions on improvements to the DOE Contracting Officer. This report should not contain information on labor hours, and it should be no more than two (2) pages in length. This report will be due at the end of the period of performance.

### **C.3 APPLICABLE CODES, STANDARDS, AND PROCEDURES**

The Contractor shall employ best professional practices. The Contractor shall have the necessary credentials to receive and review Official Use Only (OUO) information. All OUO information shall be kept in accordance with DOE M 471.3-1. Facility information may also be subject to export control. The Contract shall ensure all precautions are taken to ensure compliance with applicable export control regulations.

### **C.4 TRAVEL**

Work location shall be at the discretion of the Contractor. Periodic travel to DOE/EM-LA, DOE headquarters, and Texas (regulatory offices, WCS Offices, and the WCS Site) will be required to present program status and participate in program discussions. It is reasonable to assume ten (10) such trips of three (3) personnel each during the period of performance.

Three of these trips will be to EM-LA for an initial trip to attend the kickoff meeting and visit to the WCS facility; and an interim visits to regulatory offices in Texas such as TCEQ offices may also be needed. One trip to Washington, D.C. may be necessary to present interim recommendations to DOE headquarters and to provide a summary of the final effort (assume two trips).

#### **C.5 CONTRACTOR INTERFACE AND ACCESS SAFETY**

While DOE-EM-LA has responsibility for oversight of the Contractor, WCS has the authority at their Andrews Texas facility it occupies or controls to stop work WCS determines to be unsafe to workers, the public or environment, to protect property, or when such work conflicts with other activities.

Any work performed under this scope of work at the WCS facility must be performed in a manner that is consistent with the procedures established by WCS that apply to site access controls, safeguards and security requirements, and the safe conduct of work.

#### **C.6 QUALITY AND ACCEPTANCE OF DELIVERABLES**

All deliverables are expected to meet the requirements and guidance furnished in the Task Order. All deliverables shall be free of spelling and grammatical errors. Drawings shall be in a commercially available format and be free of proprietary information. Reports and presentations will be provided in electronic format utilizing Microsoft Office files and submitted to the Contracting Officer.

**PART I – THE SCHEDULE**

**SECTION D - PACKAGING AND MARKING**

Section D of Master IDIQ Contract, DE-EM0004599, is applicable in its entirety and is hereby incorporated by reference.

**PART I – THE SCHEDULE**

**SECTION D - PACKAGING AND MARKING**

Section D of Master IDIQ Contract, DE-EM0004599, is applicable in its entirety and is hereby incorporated by reference.

## **PART I – THE SCHEDULE**

### **SECTION F - DELIVERIES OR PERFORMANCE**

Section F of Master IDIQ Contract, DE-EM0004599, is applicable and is hereby incorporated by reference, except for Section F.2 FAR 52.242-17 Government Delay of Work (APR 1984) Section E.2 FAR 52.246-4 Inspection of Services – Fixed-Price (AUG 1996).

#### **F.01 DOE-F-2002 PLACE OF PERFORMANCE – SERVICES (OCT 2014)**

The services specified by this contract shall be performed at the following location(s):  
The Contractor's facility, the DOE EM Los Alamos Field Office, and other sites that may be designated by the Contracting Officer.

#### **F.02 DOE-F-2007 DELIVERY OF LIMITED RIGHTS DATA (OCT 2014)**

- (a) Delivery of limited rights data. The Contractor shall, at the option of the Contracting Officer, be required to deliver any limited rights data used in the performance of this contract. Such data shall be subject to the provisions of the clause at FAR 52.227-14, *Rights in Data--General*, paragraph (g), "Protection of limited rights data and restricted computer software," with Alternatives II and V which are incorporated into this contract.
- (b) The limited rights data subject to the clause at FAR 52.227-14, *Rights in Data—General*, are listed below. This listing of limited rights data, which are asserted by the Contractor to be limited rights data, does not constitute an admission by the Government that the data is in fact limited rights data.

#### **[Not Applicable]**

If a patent is issued by the United States Patent and Trademark Office (U.S. PTO) or the patent office of any foreign country based on any information asserted to be limited rights data, the Government will no longer treat any data contained in such issued patent as limited rights data. In addition, if any information asserted to be limited rights data results in or becomes a Subject Invention, as that term is defined in the patent rights clause of this agreement, the Government will only treat such data as limited rights data until the Contractor has filed its initial patent application.

- (c) The Contractor shall not introduce or utilize any limited rights data not identified in (b) above without advance written notification to the Contracting Officer.
- (d) Notwithstanding any other provision of this Contract, the following data shall be delivered to the Government with unlimited rights:

#### **[Not Applicable]**

**F.03 DOE-F-2008 DELIVERY OF RESTRICTED COMPUTER SOFTWARE (OCT 2014)**

- (a) Delivery of restricted computer software. The Contractor shall, at the option of the Contracting Officer, be required to deliver any restricted computer software used in the performance of this contract. Such restricted computer software shall be subject to the provisions of clause at FAR 52.227-14, *Rights in Data-General*, paragraph (g), "Protection of limited rights data and restricted computer software," with Alternatives III and V which are incorporated into this contract.
- (b) The restricted computer software subject to the clause at FAR 52.227-14, *Rights in Data-General*, is listed below. This listing of restricted computer software, which is asserted by the Contractor to be restricted computer software, does not constitute an admission by the Government that the data is in fact restricted computer software.

**[Not Applicable]**

If a patent is issued by the United States Patent and Trademark Office (U.S. PTO) or the patent office of any foreign country based on any information asserted to be restricted computer software, the Government will no longer treat any data contained in such issued patent as restricted computer software. In addition, if any information asserted to be restricted computer software results in or becomes a Subject Invention, as that term is defined in the patent rights clause of this agreement, the Government will only treat such data as restricted computer software until the Contractor has filed its initial patent application.

- (c) The Contractor shall not introduce or utilize any restricted computer software not identified in (b) above without advance written notification to the Contracting Officer.
- (d) Notwithstanding any other provision of this contract, the following data shall be delivered to the Government with unlimited rights:

**[Not Applicable]**

**F.04 PERIOD OF PERFORMANCE**

The period of performance for this task order shall be eighteen (18) months from the date of task order award.

**PART I – THE SCHEDULE**

**SECTION G - CONTRACT ADMINISTRATION DATA**

Section G of Master IDIQ Contract, DE-EM0004599, is applicable and is hereby incorporated by reference. The following clauses are in addition to those applicable at the Master IDIQ Contract level.

#### **G.01 GOVERNMENT CONTACT FOR TASK ORDER ADMINISTRATION**

The Contractor shall use the Designated Contracting Officer (DCO) at the address provided as the point of contact for all administrative matters regarding the task order, with the exception of technical matters. The DCO's name and address is as follows:

Designated Contracting Officer – Robert. G Maynard  
US Department of Energy  
EM Los Alamos Field Office  
LANL MS-M984  
PO Box 1663  
Los Alamos, NM 87544-1663  
Phone: (505) 606-038  
Email: [robert.maynard@em.doe.gov](mailto:robert.maynard@em.doe.gov)

The Contractor shall use the Designated Contracting Officer Representative (DCOR) at the address provided as the point of contact for all technical matters. The DCOR's name and address is as follows:

Designated Contracting Officer Representative – M. Lee Bishop  
US Department of Energy Los Alamos Field Office  
1900 Diamond Drive  
Los Alamos, NM 87544  
Ph: (505) 606-1804  
Email: [lee.bishop@em.doe.gov](mailto:lee.bishop@em.doe.gov)

Specific duties and responsibilities of the DCOR are those delegated in the Contracting Officer's Representative Delegation for this task order and listed under the Technical Direction clause I.109 DEAR 952.242-70 Technical Direction (DEC 2000).

## **PART I – THE SCHEDULE**

### **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

Section H of Master IDIQ Contract, DE-EM0004599, is applicable and is hereby incorporated by reference. The following clauses are in addition to those applicable at the Master IDIQ Contract level.

#### **H.01 DOE-H-2005 - ADVANCE UNDERSTANDING (S) (OCT 2014)**

The following Advance Understanding(s) is (are) made a part of this Task Order:

#### **H.02 DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS (OCT 2014)**

The Contractor's performance under this Task Order shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachment J-2, and the clause at I.117 FAR 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014).

#### **H.03 DOE-H-2058 DESIGNATION AND CONSENT OF MAJOR OR CRITICAL SUBCONTRACTS (OCT 2014)**

(a) In accordance with the clause at FAR 52.244-2(d), Subcontracts, the following subcontracts have been determined to be major or critical subcontracts:

Aspen Resources Limited Inc.

(b) In the event that the Contractor plans either to award or use a new major or critical subcontract or replace an existing, approved major or critical subcontract identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any other terms or conditions of the contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated.

#### **H.04 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR**

The representations, certifications, and other statements of the offeror, completed by the Contractor on February 10, 2017 and valid through December 31, 2017 are hereby incorporated by reference and made a part of this contract.

**Part II – CONTRACT CLAUSES**

**SECTION I**

**CONTRACT CLAUSES**

Section I of Master IDIQ Contract, DE-EM0004599, is applicable and is hereby incorporated by reference, except for any clauses listed as applicable only to Firm Fixed Price Task Orders. The following clauses are in addition to those applicable at the Master IDIQ Contract level.

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

**SECTION J**

**LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

Section J of Master IDIQ Contract, DE-EM0004599, is applicable and is hereby incorporated by reference. The following attachments are in addition to those applicable at the Master IDIQ Contract level.

<b>Attachment Number</b>	<b>Attachment Title</b>
<b>J-1</b>	<b>List of Task Order Deliverables</b>
<b>J-2</b>	<b>Wage Determination</b>
<b>J-3</b>	<b>Notice of Nondisclosure</b>

**SECTION J – LIST OF ATTACHMENTS**

**ATTACHMENT J-1**

**LIST OF DELIVERABLES**

All deliverables shall be provided to DOE in an editable electronic format (i.e., rather than PDF) in addition to hardcopy. Omission of any deliverable from the List of Deliverables does not affect the obligation of the Contractor to comply with such requirement.

<b>Deliverable</b>	<b>Reference</b>	<b>Due Date</b>	<b>Approval or Information</b>	<b>DOE Recipient</b>
Team Kickoff Meeting	C.2.0	Within Two weeks after task order award	Approval	DOE COR
Draft Engineering Evaluation and Initial Feasibility Study	C.2.1	17 weeks after task order award	Approval	DOE COR
Status Reports	C.2.2	Monthly	Information	DOE COR
Team Calls with COR	C.2.2	Weekly	Information	DOE COR
Final Technical Report and Review Meeting	C.2.3	23 weeks after task order award	Approval	DOE COR
White Paper for Other Options	C.2.4	31 weeks after task order award	Approval	DOE COR
Closeout Report	C.2.5	31 weeks after task order award	Approval	DOE COR

Deliverable Reviews DOE will be provided two weeks following completion of the following subtasks:  
 1. ***Draft engineering evaluation and initial feasibility study*** and 2. ***Final Deliverables for Selected Options*** for the purpose of providing feedback to the Contractor on each report. These reviews will be conducted by the COR in writing, or by teleconference. Any deficiencies in the reports will be specifically noted by the COR.

**SECTION J – LIST OF ATTACHMENTS**

**ATTACHMENT J-2**

**SERVICE CONTRACT ACT WAGE DETERMINATION**

WD 15-2361 (Rev.-3) was first posted on [www.wdol.gov](http://www.wdol.gov) on 01/03/2017  
 .....

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms                      Division of Director                                      Wage Determinations	Wage Determination No.: 2015-2361 Revision No.: 3 Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was 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 \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. 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: New Mexico

Area: New Mexico Counties of Bernalillo, Cibola, Colfax, Los Alamos, McKinley, Mora, Rio Arriba, San Juan, San Miguel, Sandoval, Santa Fe, Taos, Torrance, Valencia

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.01
01012 - Accounting Clerk II		14.60
01013 - Accounting Clerk III		16.33
01020 - Administrative Assistant		18.17
01035 - Court Reporter		18.61
01051 - Data Entry Operator I		11.03
01052 - Data Entry Operator II		13.44
01060 - Dispatcher, Motor Vehicle		15.56
01070 - Document Preparation Clerk		13.86
01090 - Duplicating Machine Operator		13.86
01111 - General Clerk I		11.35
01112 - General Clerk II		12.39
01113 - General Clerk III		13.90
01120 - Housing Referral Assistant		16.74
01141 - Messenger Courier		9.98
01191 - Order Clerk I		11.33
01192 - Order Clerk II		12.91
01261 - Personnel Assistant (Employment) I		13.80
01262 - Personnel Assistant (Employment) II		15.44
01263 - Personnel Assistant (Employment) III		17.22
01270 - Production Control Clerk		21.06
01290 - Rental Clerk		12.25
01300 - Scheduler, Maintenance		13.42
01311 - Secretary I		13.42
01312 - Secretary II		15.01
01313 - Secretary III		16.74
01320 - Service Order Dispatcher		14.08
01410 - Supply Technician		18.60
01420 - Survey Worker		14.01
01460 - Switchboard Operator/Receptionist		11.02
01531 - Travel Clerk I		11.82

01532 - Travel Clerk II	12.76
01533 - Travel Clerk III	13.57
01611 - Word Processor I	11.91
01612 - Word Processor II	13.37
01613 - Word Processor III	14.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.06
05010 - Automotive Electrician	18.12
05040 - Automotive Glass Installer	15.82
05070 - Automotive Worker	15.82
05110 - Mobile Equipment Servicer	13.50
05130 - Motor Equipment Metal Mechanic	17.99
05160 - Motor Equipment Metal Worker	15.82
05190 - Motor Vehicle Mechanic	18.12
05220 - Motor Vehicle Mechanic Helper	13.62
05250 - Motor Vehicle Upholstery Worker	15.82
05280 - Motor Vehicle Wrecker	15.82
05310 - Painter, Automotive	17.19
05340 - Radiator Repair Specialist	15.82
05370 - Tire Repairer	11.49
05400 - Transmission Repair Specialist	17.99
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.60
07041 - Cook I	9.75
07042 - Cook II	11.64
07070 - Dishwasher	7.89
07130 - Food Service Worker	9.36
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	7.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.65
09040 - Furniture Handler	11.44
09080 - Furniture Refinisher	14.65
09090 - Furniture Refinisher Helper	12.45
09110 - Furniture Repairer, Minor	13.85
09130 - Upholsterer	14.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.11
11060 - Elevator Operator	9.11
11090 - Gardener	14.29
11122 - Housekeeping Aide	9.73
11150 - Janitor	9.73
11210 - Laborer, Grounds Maintenance	10.39
11240 - Maid or Houseman	8.48
11260 - Pruner	8.88
11270 - Tractor Operator	13.22
11330 - Trail Maintenance Worker	10.39
11360 - Window Cleaner	11.39
12000 - Health Occupations	
12010 - Ambulance Driver	15.94
12011 - Breath Alcohol Technician	18.04
12012 - Certified Occupational Therapist Assistant	25.32
12015 - Certified Physical Therapist Assistant	21.02
12020 - Dental Assistant	14.93
12025 - Dental Hygienist	36.30
12030 - EKG Technician	26.19
12035 - Electroneurodiagnostic Technologist	26.19
12040 - Emergency Medical Technician	15.94
12071 - Licensed Practical Nurse I	18.73
12072 - Licensed Practical Nurse II	20.92
12073 - Licensed Practical Nurse III	23.32
12100 - Medical Assistant	13.10
12130 - Medical Laboratory Technician	18.44
12160 - Medical Record Clerk	13.62

12195 - Medical Transcriptionist	14.42
12210 - Nuclear Medicine Technologist	36.03
12221 - Nursing Assistant I	10.38
12222 - Nursing Assistant II	11.67
12223 - Nursing Assistant III	12.74
12224 - Nursing Assistant IV	14.29
12235 - Optical Dispenser	14.29
12236 - Optical Technician	14.53
12250 - Pharmacy Technician	14.09
12280 - Phlebotomist	14.29
12305 - Radiologic Technologist	26.71
12311 - Registered Nurse I	25.39
12312 - Registered Nurse II	31.06
12313 - Registered Nurse II, Specialist	31.06
12314 - Registered Nurse III	37.58
12315 - Registered Nurse III, Anesthetist	37.58
12316 - Registered Nurse IV	45.04
12317 - Scheduler (Drug and Alcohol Testing)	20.31
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.35
13012 - Exhibits Specialist II	21.18
13013 - Exhibits Specialist III	25.33
13041 - Illustrator I	16.10
13042 - Illustrator II	19.95
13043 - Illustrator III	23.03
13047 - Librarian	22.91
13050 - Library Aide/Clerk	9.11
13054 - Library Information Technology Systems Administrator	20.67
13058 - Library Technician	13.73
13061 - Media Specialist I	15.31
13062 - Media Specialist II	17.18
13063 - Media Specialist III	19.07
13071 - Photographer I	15.88
13072 - Photographer II	17.63
13073 - Photographer III	21.70
13074 - Photographer IV	24.30
13075 - Photographer V	29.39
13110 - Video Teleconference Technician	18.57
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.98
14042 - Computer Operator II	16.76
14043 - Computer Operator III	19.12
14044 - Computer Operator IV	21.26
14045 - Computer Operator V	24.34
14071 - Computer Programmer I	(see 1) 22.41
14072 - Computer Programmer II	(see 1) 26.14
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.98
14160 - Personal Computer Support Technician	21.52
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.62
15020 - Aircrew Training Devices Instructor (Rated)	33.39
15030 - Air Crew Training Devices Instructor (Pilot)	40.05
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	25.93
15070 - Flight Instructor (Pilot)	40.05
15080 - Graphic Artist	22.41
15090 - Technical Instructor	18.61
15095 - Technical Instructor/Course Developer	25.06
15110 - Test Proctor	15.01

15120 - Tutor	15.01
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.80
16030 - Counter Attendant	8.80
16040 - Dry Cleaner	10.58
16070 - Finisher, Flatwork, Machine	8.80
16090 - Presser, Hand	8.80
16110 - Presser, Machine, Drycleaning	8.80
16130 - Presser, Machine, Shirts	8.80
16160 - Presser, Machine, Wearing Apparel, Laundry	8.80
16190 - Sewing Machine Operator	11.15
16220 - Tailor	11.73
16250 - Washer, Machine	9.39
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.95
19040 - Tool And Die Maker	24.09
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.21
21030 - Material Coordinator	21.06
21040 - Material Expediter	21.06
21050 - Material Handling Laborer	10.90
21071 - Order Filler	11.53
21080 - Production Line Worker (Food Processing)	14.21
21110 - Shipping Packer	13.14
21130 - Shipping/Receiving Clerk	13.14
21140 - Store Worker I	8.78
21150 - Stock Clerk	13.78
21210 - Tools And Parts Attendant	14.21
21410 - Warehouse Specialist	14.21
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.01
23021 - Aircraft Mechanic I	22.48
23022 - Aircraft Mechanic II	24.01
23023 - Aircraft Mechanic III	25.31
23040 - Aircraft Mechanic Helper	16.62
23050 - Aircraft, Painter	20.56
23060 - Aircraft Servicer	18.79
23080 - Aircraft Worker	20.11
23110 - Appliance Mechanic	14.70
23120 - Bicycle Repairer	10.94
23125 - Cable Splicer	21.67
23130 - Carpenter, Maintenance	16.70
23140 - Carpet Layer	17.16
23160 - Electrician, Maintenance	21.52
23181 - Electronics Technician Maintenance I	25.16
23182 - Electronics Technician Maintenance II	27.32
23183 - Electronics Technician Maintenance III	29.47
23260 - Fabric Worker	15.70
23290 - Fire Alarm System Mechanic	18.76
23310 - Fire Extinguisher Repairer	14.23
23311 - Fuel Distribution System Mechanic	21.10
23312 - Fuel Distribution System Operator	16.38
23370 - General Maintenance Worker	15.10
23380 - Ground Support Equipment Mechanic	22.48
23381 - Ground Support Equipment Servicer	18.79
23382 - Ground Support Equipment Worker	20.11
23391 - Gunsmith I	14.23
23392 - Gunsmith II	17.16
23393 - Gunsmith III	20.11
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.25
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.26
23430 - Heavy Equipment Mechanic	19.48
23440 - Heavy Equipment Operator	17.25

23460 - Instrument Mechanic	27.47
23465 - Laboratory/Shelter Mechanic	18.64
23470 - Laborer	10.90
23510 - Locksmith	18.64
23530 - Machinery Maintenance Mechanic	22.60
23550 - Machinist, Maintenance	21.25
23580 - Maintenance Trades Helper	12.56
23591 - Metrology Technician I	27.47
23592 - Metrology Technician II	29.34
23593 - Metrology Technician III	30.82
23640 - Millwright	20.11
23710 - Office Appliance Repairer	19.21
23760 - Painter, Maintenance	15.94
23790 - Pipefitter, Maintenance	22.03
23810 - Plumber, Maintenance	20.60
23820 - Pneudraulic Systems Mechanic	20.11
23850 - Rigger	20.11
23870 - Scale Mechanic	17.16
23890 - Sheet-Metal Worker, Maintenance	19.22
23910 - Small Engine Mechanic	15.07
23931 - Telecommunications Mechanic I	24.06
23932 - Telecommunications Mechanic II	25.71
23950 - Telephone Lineman	21.26
23960 - Welder, Combination, Maintenance	18.39
23965 - Well Driller	19.77
23970 - Woodcraft Worker	20.11
23980 - Woodworker	16.61
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.31
24580 - Child Care Center Clerk	14.77
24610 - Chore Aide	9.40
24620 - Family Readiness And Support Services Coordinator	13.49
24630 - Homemaker	17.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.77
25040 - Sewage Plant Operator	18.32
25070 - Stationary Engineer	19.77
25190 - Ventilation Equipment Tender	12.56
25210 - Water Treatment Plant Operator	17.38
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.86
27007 - Baggage Inspector	11.23
27008 - Corrections Officer	15.36
27010 - Court Security Officer	16.86
27030 - Detection Dog Handler	13.16
27040 - Detention Officer	15.36
27070 - Firefighter	16.86
27101 - Guard I	11.23
27102 - Guard II	12.56
27131 - Police Officer I	18.47
27132 - Police Officer II	20.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.55
28042 - Carnival Equipment Repairer	14.77
28043 - Carnival Worker	9.34
28210 - Gate Attendant/Gate Tender	13.59
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.21
28510 - Recreation Aide/Health Facility Attendant	11.10
28515 - Recreation Specialist	18.06
28630 - Sports Official	12.11
28690 - Swimming Pool Operator	18.36
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.42

29020 - Hatch Tender	20.42
29030 - Line Handler	20.42
29041 - Stevedore I	19.04
29042 - Stevedore II	22.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.39
30022 - Archeological Technician II	19.50
30023 - Archeological Technician III	23.87
30030 - Cartographic Technician	24.17
30040 - Civil Engineering Technician	24.00
30061 - Drafter/CAD Operator I	17.39
30062 - Drafter/CAD Operator II	19.50
30063 - Drafter/CAD Operator III	21.75
30064 - Drafter/CAD Operator IV	25.91
30081 - Engineering Technician I	15.18
30082 - Engineering Technician II	17.03
30083 - Engineering Technician III	19.05
30084 - Engineering Technician IV	23.61
30085 - Engineering Technician V	28.88
30086 - Engineering Technician VI	34.94
30090 - Environmental Technician	20.36
30210 - Laboratory Technician	22.61
30240 - Mathematical Technician	24.17
30361 - Paralegal/Legal Assistant I	15.40
30362 - Paralegal/Legal Assistant II	19.08
30363 - Paralegal/Legal Assistant III	23.34
30364 - Paralegal/Legal Assistant IV	28.24
30390 - Photo-Optics Technician	24.17
30461 - Technical Writer I	21.22
30462 - Technical Writer II	25.96
30463 - Technical Writer III	31.40
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)	21.75
Surface Programs	
30621 - Weather Observer, Senior (see 2)	24.17
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.73
31030 - Bus Driver	17.17
31043 - Driver Courier	13.34
31260 - Parking and Lot Attendant	9.72
31290 - Shuttle Bus Driver	13.56
31310 - Taxi Driver	10.53
31361 - Truckdriver, Light	13.56
31362 - Truckdriver, Medium	16.66
31363 - Truckdriver, Heavy	18.93
31364 - Truckdriver, Tractor-Trailer	18.93
99000 - Miscellaneous Occupations	
99030 - Cashier	9.11
99050 - Desk Clerk	9.14
99095 - Embalmer	23.74
99251 - Laboratory Animal Caretaker I	11.13
99252 - Laboratory Animal Caretaker II	12.42
99310 - Mortician	23.75
99410 - Pest Controller	17.07
99510 - Photofinishing Worker	12.14
99710 - Recycling Laborer	12.03
99711 - Recycling Specialist	15.57
99730 - Refuse Collector	10.99

99810 - Sales Clerk	11.98
99820 - School Crossing Guard	10.28
99830 - Survey Party Chief	19.48
99831 - Surveying Aide	17.72
99832 - Surveying Technician	17.87
99840 - Vending Machine Attendant	11.72
99841 - Vending Machine Repairer	14.59
99842 - Vending Machine Repairer Helper	10.51

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. 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).

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, 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. (See 29 CFR 4.173)

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

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

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

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**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 (See 29 CFR 4.6(b)(2)(1)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(11)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(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 the 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, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(11)).
- 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.

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When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure 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.

**ATTACHMENT J-3**

**NOTICE OF NONDISCLOSURE**

**\*To be completed after task order award and execution of a task order modification**