

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. 10-10-407 PAGE 1 OF 25

2. CONTRACT NO. NRC-10-10-407 3. AWARD/EFFECTIVE DATE SEP 13 2010 4. ORDER NO. 5. SOLICITATION NUMBER RFP-10-10-407 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME b. TELEPHONE NO. (No Collect Calls) 8. OFFER DUE DATE/LOCAL TIME 06-16-2010 3:00 pm EST

9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: James Leedom Mail Stop: TWB-01-B10M Washington, DC 20555 CODE 3100 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: 100 % FOR: SMALL BUSINESS EMERGING SMALL BUSINESS HUBZONE SMALL BUSINESS SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: 561622 SIZE STANDARD: \$7,000,000.00

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS N/A 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. METHOD OF SOLICITATION RFO IFB RFP

15. DELIVER TO U.S. Nuclear Regulatory Commission Div. of Contracts Attn: James Leedom Mail Stop: TWB-01-B10M Washington DC 20555 CODE 16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555 CODE 3100

17a. CONTRACTOR/OFFEROR CHESAPEAKE LOCK & SAFE SERVICE CO. CHESAPEAKE SECURITY SERVICE CO. 494 MAIN ST PRINCE FREDERICK MD 206784180 TELEPHONE NO. 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230 CODE 3100

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES   | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|---|--------------|----------|----------------|------------|
|              | <p>The purpose of this Requirements Type contract is to provide the Nuclear Regulatory Commission (NRC) with locksmith services. The contractor shall provide KABA MAS certified locksmiths to perform all requirements found in the Statement of Work.</p> <p>The Service Contract Act applies to this contract. Wage determination 2005-2103 Revision 8 applies.</p> <p>Period of Performance Estimated Ceiling</p> <p>Base Period: 9/21/10 - 9/20/11 \$25,960.00</p> <p>Option Period #1: 9/21/11 - 9/20/12 \$27,254.00</p> <p>Option Period #2: 9/21/12 - 9/20/13 \$28,219.20</p> <p>Option Period #3: 9/21/13 - 9/20/14 \$29,337.16</p> <p>Option Period #4: 9/21/14 - 9/20/15 \$30,369.44</p> <p>The total estimated ceiling of the contract is \$141,139.80.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p> |              |          |                |            |

25. ACCOUNTING AND APPROPRIATION DATA 04015-5B1304 D2362 252A x0200 Obligate \$25,960.00 FFS# ADM-10-407 DUNS# 807874557 28. TOTAL AWARD AMOUNT (For Govt. Use Only) \$25,960.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED. 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED 29. AWARD OF CONTRACT. REF. DATED June 18, 2010 Chesapeake OFFER YOUR OFFER ON SOLICITATION (BLOCK'S), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR Barbara L. Houchyshell 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Barbara L. Houchyshell, Vice-President 30c. DATE SIGNED 9/13/10 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Stephen Pool 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Stephen Pool Contracting Officer 31c. DATE SIGNED 9/9/10

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE STANDARD FORM 1449 (REV. 3/2005) Prescribed by GSA - FAR (48 CFR) 53.212

**SUNSI REVIEW COMPLETE**

SEP 14 2010

TEMPLATE - ADMIN001

ADMIN002

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**SECTION B - CONTINUATION BLOCK****B.1 PROJECT TITLE**

The title of this project is as follows:

"Locksmith Services"

**B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The contractor shall provide KABA-MAS certified locksmiths to perform all requirements listed in the NRC's Statement of Work (SOW).

**B.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)**

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$141,139.80. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$25,960.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

**B.4 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)**

The ordering period for this contract shall commence on September 21, 2010 and will expire on September 20, 2011. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional four (4) years.

**B.5 NRC STATEMENT OF WORK FOR ONSITE LOCKSMITH SERVICES****SCOPE OF WORK:**

The contractor shall provide the U. S. Nuclear Regulatory Commission (NRC) with "onsite" locksmith services employing a Firm Fixed Price Indefinite Delivery/Indefinite Quantity (IDIQ) type contract for all NRC locations in Montgomery County, Maryland. The contractor shall be an Authorized Medeco Dealer. In addition, the contractor **SHALL STAFF** a minimum of 2 locksmiths that are certified by KABA-MAS to install, repair, and diagnose issues associated with, but not limited to, X07, X08, and X09 high security electronic locks which are approved by the General Services Administration (GSA) and are in use at the NRC.

**THE LOCKSMITH SERVICES SHALL INCLUDE ALL OF THE FOLLOWING AT A MINIMUM:**

1. Repair, maintain, and install safe combination locks (safe combination locks are manufactured by Mosler, Sargent and Greenleaf, KABA-MAS, or Diebold);
2. Replace broken security container handles (Mosler, Hamilton, and Diebold);
3. Open safes which are closed, locked, and the combination does not work (e.g., drill or manipulate the safe open in such a manner that the control drawer will be preserved). The combination lock shall be drilled and replaced by a new lock when manipulating is not feasible. All repairs to safes involving welding and sealing of holes shall be certified to NRC in writing that such repairs meet applicable GSA standards for the security of Class 6 storage containers;
4. Fit and cut keys "onsite" at the NRC location from the key-code or duplicate key;
5. Install, repair, and maintain local sounding panic bar devices;
6. Install, repair, and/or rekey, or recore high security key lock equipment such as Medeco, Arrow, or Corbin Russwin cylinders for doors, padlocks, etc;
7. Other general types of maintenance to NRC safes, security containers, security systems, and locks for desks, file cabinets, and doors.

Please note: the types of locks, safes, security containers, security systems, etc. listed above and on the price schedule are not all inclusive of the items used throughout the agency. They are the most commonly used items at the NRC. The contractor shall possess the expertise to service all types of commercial and GSA standard locks.

**PERIOD OF PERFORMANCE:**

The period of performance shall contain a one-year base period and four one-year option periods.

**KEY PERSONNEL:**

The contractor shall designate a minimum of 2 locksmiths as Key Personnel under this contract who are KABA-MAS certified and able to obtain an NRC badge. Any staff that arrive to perform work on this contract, and are not listed as Key Personnel, shall not be permitted on premises or permitted to perform locksmith services for the NRC. Only individuals listed as Key Personnel shall be authorized to provide services to the NRC.

**MANDATORY RESPONSE TIMES TO NRC REQUESTS FOR SERVICE:**

**Emergency Calls:** The Contractor shall arrive onsite at the NRC location within 2 hours for any service call that NRC designates as an "emergency."

**Routine Calls:** The Contractor shall arrive onsite at the NRC location within 4 hours for any service call that NRC designates as "routine."

**WORK HOURS:**

All work shall be performed during normal business hours, which are Monday through Friday between the hours of 7:30 a.m. and 4:30 p.m., unless otherwise requested by the NRC Project Officer. There may be a few occasions where the contractor will be asked to perform services during other than normal business hours.

**SERVICE CALL AND KEY CUTTING CHARGES:**

The NRC shall not pay any service call charges. Instead, the contractor shall invoice the NRC for a minimum of 2 labor hours for each service call placed.

The contractor shall invoice the NRC for ½ hour of labor for key duplication from a key code services. This charge shall apply to each individual call number requiring the service and shall not be charged on a per key basis. The additional ½ hour of labor shall not be invoice for key duplication from another key services.

**SERVICE TICKETS:**

Upon completion of any work and prior to leaving the NRC site location, the Contractor shall provide the NRC Project Officer with a "service ticket" for the work performed which shall include the following information at a minimum:

1. NRC's Purchase Order Number;
2. NRC's Call Number (A Call Number shall be issued for each visit to identify the request and be reflected on the service ticket. A readable copy of the service ticket shall be left with the Government employee and accompany all quarterly invoices for payment.);
3. Authorized NRC person placing the service call;
4. The date NRC placed the service call;
5. And an itemized description and cost for work, including the number of hours to complete the job.

After completing the service, the Contractor's representative shall obtain the signature of the Government employee cognizant of the work performed on the service ticket.

**AUTHORIZATION BY NRC TO REQUEST WORK:**

The following individuals are authorized by NRC to place locksmith service calls:

|                       |                                |
|-----------------------|--------------------------------|
| Susan Cusseaux        | 301-415-6545 (Project Officer) |
| Bertinia Smith-Butler | 301-415-7407                   |
| Darlene Fenton        | 301-415-7050                   |
| Gary Simpler          | 301-415-5002                   |
| Adam Gaudreau         | 301-415-7543                   |
| Michael Rodriguez     | 301-415-8197                   |

**NOTICE:** THE NRC SHALL NOT BE OBLIGATED TO PAY FOR WORK PERFORMED AT THE REQUEST OF ANYONE OTHER THAN THOSE INDIVIDUALS LISTED ABOVE

**SPECIAL AUTHORIZATION REQUIRED FOR ANY SERVICE COST EXCEEDING \$200.00 OR FOR NON-SERVICE:**

Specific approval from one of the authorized individuals listed above is required before proceeding with any work exceeding \$200.00 in cost or when equipment is not serviced (i.e., unavailability of parts, excessive repair costs, etc.). The reason for non-service of equipment shall be placed on the service ticket including an estimated cost had the work been completed.

**PERFORMANCE STANDARDS:**

The following performance standards apply to this requirement. These standards shall be achieved by the contractor unless the NRC Project Officer or Ordering Official requests otherwise.

**Emergency Calls:** The Contractor shall arrive onsite at the NRC location within 2 hours for any service call that NRC designates as an "emergency." The 2 hour timeframe shall begin from the time the NRC places the call with the contractor.

**Routine Calls:** The Contractor shall arrive onsite at the NRC location within 4 hours for any service call that NRC designates as "routine." The 4 hour timeframe shall begin from the time the NRC places the call with the contractor.

**Materials:**

The NRC Project Officer shall be authorized to approve the procurement of materials, not found on the price schedule, in the total amount of \$3,000.00 per call. If the required materials, not found on the price schedule exceeds \$3,000.00, the Project Officer and contractor shall receive approval from a NRC Contracting Officer before the work is performed. The contractor shall demonstrate that the unit prices of the materials are fair and reasonable. Any item, not found on the price schedule, shall be invoiced at the vendor's cost.

**CURRENT SERVICE LOCATIONS\*:**

11545 and 11555 Rockville Pike  
Rockville, MD 20852

6003 Executive Boulevard  
Rockville, MD 20852

12300 Twinbrook Parkway  
Rockville, MD 20852-1606

21 Church Street  
Rockville, MD 20850

7201 Wisconsin Avenue  
Bethesda, MD 20814

NRC Warehouse  
5008 Boiling Brook Parkway  
Rockville, MD 20852

NRC Warehouse Annex  
12225 Wilkins Avenue  
Rockville, MD 20852

\*The NRC is currently working with the General Service Administration on the construction of Three White Flint North. The NRC shall be authorized to employ this contract for services at Three White Flint North, should the building be completed before this contract expires.

**B.6 PRICE SCHEDULE****Base Period: September 21, 2010 – September 20, 2011****LABOR RATES**

| <u>CLIN</u> | <u>Description</u>                                 | <u>Labor Rate</u>  |
|-------------|--|--------------------|
| 0001        | Rate for services during normal business hours     | \$ 80.00 hour      |
| 0001AA      | Rate for services during normal business hours     | \$ 40.00 half hour |
| 0002        | Rate for services during non-normal business hours | \$160.00 hour      |
| 0002AA      | Rate for services during non-normal business hours | \$ 80.00 half hour |

**KEY DUPLICATION**

| <u>CLIN</u> | <u>Description</u>   | <u>Unit Price</u> |
|-------------|--|-------------------|
| 0003        | Flat rate for duplicating keys from a key code <ul style="list-style-type: none"> <li>• Price shall include key</li> </ul> | \$10.00 each      |
| 0004        | Flat rate for duplicating keys from a key <ul style="list-style-type: none"> <li>• Price shall include key</li> </ul>      | \$ 2.00 each      |

**MATERIALS\***

| <u>CLIN</u> | <u>Description</u>               | <u>Allotment</u> |
|-------------|----------------------------------|------------------|
| 0005        | Allotment of Funds for Materials | \$8,000.00       |

\*The NRC has allotted \$8,000.00 per year for materials. The unit prices for commonly used materials can be found under the equipment portion of the price schedule. The material handling fee shall not be added to these items because the prices already include the fee.

**MATERIAL HANDLING FEE**

| <u>CLIN</u> | <u>Description</u>      | <u>Fee</u> |
|-------------|-------------------------|------------|
| 0006        | Material's Handling Fee | 35%        |

**Option Period #1: September 21, 2011 – September 20, 2012****LABOR RATES**

| <u>CLIN</u> | <u>Description</u>                                 | <u>Labor Rate</u>  |
|-------------|--|--------------------|
| 1001        | Rate for services during normal business hours     | \$ 84.00 hour      |
| 1001AA      | Rate for services during normal business hours     | \$ 42.00 half hour |
| 1002        | Rate for services during non-normal business hours | \$168.00 hour      |
| 1002AA      | Rate for services during non-normal business hours | \$ 84.00 half hour |

**KEY DUPLICATION**

| <u>CLIN</u> | <u>Description</u>   | <u>Unit Price</u> |
|-------------|--|-------------------|
| 1003        | Flat rate for duplicating keys from a key code <ul style="list-style-type: none"> <li>• Price shall include key</li> </ul> | \$12.50 each      |
| 1004        | Flat rate for duplicating keys from a key <ul style="list-style-type: none"> <li>• Price shall include key</li> </ul>      | \$ 2.50 each      |

**MATERIALS**

| <u>CLIN</u> | <u>Description</u>               | <u>Allotment</u> |
|-------------|----------------------------------|------------------|
| 1005        | Allotment of Funds for Materials | \$8,000.00       |

## MATERIAL HANDLING FEE

| <u>CLIN</u> | <u>Description</u>      | <u>Fee</u> |
|-------------|-------------------------|------------|
| 1006        | Material's Handling Fee | 35%        |

**Option Period #2: September 21, 2012 – September 20, 2013**

## LABOR RATES

| <u>CLIN</u> | <u>Description</u>                                 | <u>Labor Rate</u>  |
|-------------|--|--------------------|
| 2001        | Rate for services during normal business hours     | \$ 88.20 hour      |
| 2001AA      | Rate for services during normal business hours     | \$ 44.10 half hour |
| 2002        | Rate for services during non-normal business hours | \$176.40 hour      |
| 2002AA      | Rate for services during non-normal business hours | \$ 88.20 half hour |

## KEY DUPLICATION

| <u>CLIN</u> | <u>Description</u>   | <u>Unit Price</u> |
|-------------|--|-------------------|
| 2003        | Flat rate for duplicating keys from a key code <ul style="list-style-type: none"> <li>• Price shall include key</li> </ul> | \$13.50 each      |
| 2004        | Flat rate for duplicating keys from a key <ul style="list-style-type: none"> <li>• Price shall include key</li> </ul>      | \$ 3.00 each      |

## MATERIALS

| <u>CLIN</u> | <u>Description</u>               | <u>Allotment</u> |
|-------------|----------------------------------|------------------|
| 2005        | Allotment of Funds for Materials | \$8,000.00       |

## MATERIAL HANDLING FEE

| <u>CLIN</u> | <u>Description</u>      | <u>Fee</u> |
|-------------|-------------------------|------------|
| 2006        | Material's Handling Fee | 35%        |

**Option Period #3: September 21, 2013 – September 20, 2014**

## LABOR RATES

| <u>CLIN</u> | <u>Description</u>                                 | <u>Labor Rate</u>  |
|-------------|--|--------------------|
| 3001        | Rate for services during normal business hours     | \$ 92.61 hour      |
| 3001AA      | Rate for services during normal business hours     | \$ 46.31 half hour |
| 3002        | Rate for services during non-normal business hours | \$185.22 hour      |
| 3002AA      | Rate for services during non-normal business hours | \$ 92.61 half hour |

## KEY DUPLICATION

| <u>CLIN</u> | <u>Description</u>   | <u>Unit Price</u> |
|-------------|--|-------------------|
| 3003        | Flat rate for duplicating keys from a key code <ul style="list-style-type: none"> <li>• Price shall include key</li> </ul> | \$15.00 each      |
| 3004        | Flat rate for duplicating keys from a key <ul style="list-style-type: none"> <li>• Price shall include key</li> </ul>      | \$ 3.50 each      |

## MATERIALS

| <u>CLIN</u> | <u>Description</u>               | <u>Allotment</u> |
|-------------|----------------------------------|------------------|
| 3005        | Allotment of Funds for Materials | \$8,000.00       |

## MATERIAL HANDLING FEE

| <u>CLIN</u> | <u>Description</u>      | <u>Fee</u> |
|-------------|-------------------------|------------|
| 3006        | Material's Handling Fee | 35%        |

**Option Period #4: September 21, 2014 – September 20, 2015****LABOR RATES**

| <u>CLIN</u> | <u>Description</u>                                 | <u>Labor Rate</u>  |
|-------------|--|--------------------|
| 4001        | Rate for services during normal business hours     | \$ 97.24 hour      |
| 4001AA      | Rate for services during normal business hours     | \$ 48.62 half hour |
| 4002        | Rate for services during non-normal business hours | \$194.48 hour      |
| 4002AA      | Rate for services during non-normal business hours | \$ 97.24 half hour |

**KEY DUPLICATION**

| <u>CLIN</u> | <u>Description</u>   | <u>Unit Price</u> |
|-------------|--|-------------------|
| 4003        | Flat rate for duplicating keys from a key code <ul style="list-style-type: none"> <li>• Price shall include key</li> </ul> | \$16.00 each      |
| 4004        | Flat rate for duplicating keys from a key. <ul style="list-style-type: none"> <li>• Price shall include key</li> </ul>     | \$ 4.00 each      |

**MATERIALS**

| <u>CLIN</u> | <u>Description</u>               | <u>Allotment</u> |
|-------------|----------------------------------|------------------|
| 4005        | Allotment of Funds for Materials | \$8,000.00       |

**MATERIAL HANDLING FEE**

| <u>CLIN</u> | <u>Description</u>      | <u>Fee</u> |
|-------------|-------------------------|------------|
| 4006        | Material's Handling Fee | 35%        |

**UNIT PRICES OF EQUIPMENT (Base Period – Option Period #4)\*\***

| <u>CLIN</u> | <u>Description</u>  | <u>Unit Price</u> |
|-------------|---|-------------------|
| 0007AA      | Arrow, Grade 1, Q Series, Lever Set, Storeroom Function <ul style="list-style-type: none"> <li>• 26D Finish, Less Cylinder</li> <li>• To accept Best Small Format Interchangeable Core (IC)</li> </ul>          | \$ 279.22         |
| 0007AB      | Arrow, BM Series, Storeroom Function, Mortise Lever Set <ul style="list-style-type: none"> <li>• 26D Finish, Less Cylinder</li> </ul>   | \$ 499.56         |
| 0007AC      | Arrow, Grade 1, Q Series, Lever Set, Electrified, <ul style="list-style-type: none"> <li>• Storeroom Function, 26D Finish, Less Cylinder</li> <li>• To accept Best Small Format Interchangeable Core</li> </ul> | \$ 467.85         |
| 0007AD      | Corbin Russwin, Grade 1, Lever Set, Storeroom Function <ul style="list-style-type: none"> <li>• 26D Finish, D4 Keyway Interchangeable Core</li> </ul>   | \$ 349.14         |
| 0007AE      | Corbin Russwin, Mortise Lever Set, Storeroom Function <ul style="list-style-type: none"> <li>• 26D Finish, D4 Keyway Interchangeable Core</li> </ul>  | \$ 456.61         |
| 0007AF      | Medeco, Grade 1, 19 Series, High Security Lever Set <ul style="list-style-type: none"> <li>• 26D Finish, Storeroom Function</li> <li>• Medeco Interchangeable Core Prep.</li> </ul>                             | \$ 224.80         |
| 0007AG      | Sargent Greenleaf (S&G) 8077 Exposed Shackle Padlock  | \$ 296.28         |
| 0007AH      | KABA ILCO (Unican) Mechanical Pushbutton Lever Set <ul style="list-style-type: none"> <li>• 26D Finish, to accept Best IC, L-1000 Series</li> </ul>   | \$ 536.93         |
| 0007AI      | KABA ILCO (Unican) Mechanical Pushbutton Lever Set <ul style="list-style-type: none"> <li>• 26D Finish, to accept Best IC, Active/Passage Function</li> <li>• L-1000 Series</li> </ul>                          | \$ 561.93         |
| 0007AJ      | E-Plex Unican, 5000 Series, WL, 26D Finish <ul style="list-style-type: none"> <li>• Medeco Interchangeable Core Prep.</li> </ul>  | \$ 661.50         |
| 0007AK      | KABA ILCO (Simplex 900 Series) Mechanical Pushbutton Lock <ul style="list-style-type: none"> <li>• 26D Finish, With Override, Tear Drop Lock</li> </ul>   | \$ 197.82         |
| 0007AL      | KABA MAS Electro-Mechanical Safe Locks (X-09)   | \$1,402.25        |

**NRC-10-10-407****Section B**

|        |  |            |
|--------|--|------------|
| 0007AM | KABA MAS Electro-Mechanical Door Locks (CD X-09)     | \$1,805.70 |
| 0007AN | Corbin Russwin D4 Lever Cylinders, Grade 1           | \$ 46.50   |
|        | • 26D Finish   |            |
| 0007AO | C8052 Cam Locks                                      | \$ 6.69    |
| 0007AP | Unican Brain for E-Plex Unican 5000 Series           | \$ 77.09   |
| 0007AQ | Wrap-Around Cover Plate Donjo or Equal, 9" (large)   | \$ 34.18   |
|        | • 1 ¾, Blank, Stainless Steel Finish                 |            |
| 0007AR | Wrap-Around Cover Plate Donjo or Equal, 4.5" (small) | \$ 18.04   |
|        | • 1 ¾, Blank, Stainless Steel Finish                 |            |
| 0007AS | Mosler Black Label Safe Handle                       | \$ 76.77   |

\*\*These unit prices contain the material handling fee and shall be deducted from the \$8,000.00 allotment. The NRC is not limited to procuring these items. Refer to the Statement of Work for details.

**SECTION C - CONTRACT CLAUSES****C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.arnet.gov/far>

|           |  |          |
|-----------|--|----------|
| 52.204-9  | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | SEP 2007 |
| 52.204-7  | CENTRAL CONTRACTOR REGISTRATION                        | APR 2008 |
| 52.212-4  | CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS        | MAR 2009 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES              | JUN 2008 |
| 52.233-3  | PROTEST AFTER AWARD                                    | AUG 1996 |

**C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2010)**

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

- (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub. L. 111-5).
- (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (7) [Reserved]
- (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (13) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- (ii) Alternate I (June 2003) of 52.219-23.
- (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).

- [X] (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [X] (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- [X] (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- [X] (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- [X] (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (26) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (27)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (30) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (31)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [X] (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

(ii) Alternate I (Apr 2003) of 52.247-64.

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

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

| Employee Class | Monetary Wage-Fringe Benefits |
|----------------|-------------------------------|
| Locksmith      | \$21.11 + \$3.35              |

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Removed and reserved]

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

### **C.3 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

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

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

### **C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$25,960.00;

(2) Any order for a combination of items in excess of \$25,960.00; or

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

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

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

**C.5 52.216-21 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 20, 2015.

**C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

**C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**C.8 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**

United States law will apply to resolve any claim of breach of this contract.

**C.9 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007)**

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

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

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

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

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

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

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to

complete and submit to the Contractor representative an acceptable OPM Form 85P (Questionnaire for Public Trust Positions), and two FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the FSB/DFS, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The Contractor shall submit the documents to the NRC Project Officer (PO) who will give them to FSB/DFS.

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

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

The Contractor shall immediately notify the PO when a Contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The PO will immediately notify FSB/DFS (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the Project Officer for return to FSB/DFS within three days after their termination.

(End of Clause)

#### C.10 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

#### C.11 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

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

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

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

### **C.12 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (DEC 2008)**

NRC's Headquarters Assistant Drug Program Coordinator (ADPC) shall be responsible for implementing and managing the collecting and testing portions of the NRC Contractor Drug Testing Program. The Headquarters ADPC function is carried out by the Drug Program Manager in the Division of Facilities and Security, Office of Administration. All sample collection, testing, and review of test results shall be conducted by the NRC "drug testing contractor." The NRC will reimburse the NRC "drug testing contractor" for these services.

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to the requirements of the clause if they meet one of the following criteria stated in the Plan: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes pre-assignment, random, reasonable suspicion, and post-accident drug testing. The due process procedures applicable to NRC employees under NRC's Drug Testing Program are not applicable to contractors, consultants, subcontractors and their employees. Rather, a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause in accordance with the Plan. The NRC will reimburse the NRC "drug testing contractor" for collecting, testing, and reviewing test results. Any NRC contractor found to be using, selling, or possessing illegal drugs, or any contractor with a verified positive drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

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

### **C.13 2052.204.70 SECURITY (MAR 2004)**

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"); apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and

classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

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

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

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

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

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

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security

measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

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

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

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

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

#### **C.14 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at [http://www.usdoj.gov/crt/recruit\\_employ/i9form.pdf](http://www.usdoj.gov/crt/recruit_employ/i9form.pdf). It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

**C.15 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)**

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

Name: Susan Cusseaux

Address: 11555 Rockville Pike  
Mail Stop: T-6-E-20

Rockville, MD 20852

Telephone Number: 301-415-6545

(b) The project officer shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(4) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(c) The project officer may not make changes to the express terms and conditions of this contract.

\*To be incorporated into any resultant contract

**C.16 2052.215-70 KEY PERSONNEL (JAN 1993)**

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



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

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

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

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

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

## SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

| ATTACHMENT<br>NUMBER | TITLE  | DATE | NO.<br>PAGES |
|----------------------|--|------|--------------|
| #1                   | Firm Fixed Price Billing<br>Instructions     |      | 3            |
| #2                   | Wage Determination - 2005-2103<br>Revision 8 |      | 10           |
| #3                   | NRC-187                                      |      | 2            |

**ATTACHMENT #1  
BILLING INSTRUCTIONS FOR  
FIXED PRICE CONTRACTS**

**General:** During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

**Form:** Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

**Number of Copies:** A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

**Designated Agency Billing Office:** The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at [NRCPayments@nbc.gov](mailto:NRCPayments@nbc.gov)

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: [Property@nrc.gov](mailto:Property@nrc.gov)

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 West Mansfield Avenue  
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission  
NRC Property Management Officer  
Mail Stop: O-4D15  
Washington, DC 20555-0001

**HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED**

**ATTACHMENT #1  
BILLING INSTRUCTIONS FOR  
FIXED PRICE CONTRACTS**

**Agency Payment Office:** Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

**Frequency:** The contractor shall submit a voucher/invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

**Preparation and Itemization of the Voucher/Invoice:** The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. A description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

**ATTACHMENT #1  
BILLING INSTRUCTIONS FOR  
FIXED PRICE CONTRACTS**

11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

**Currency:** Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

**Supersession:** These instructions supersede any previous billing instructions.

WD 05-2103 (Rev.-8) was first posted on www.wdol.gov on 06/02/2009

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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

Shirley F. Ebbesen                      Division of  
Director                                      Wage Determinations

Wage Determination No.: 2005-2103 \*  
Revision No.: 8  
Date Of Revision: 05/26/2009

States: District of Columbia, Maryland, Virginia

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

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

| OCCUPATION CODE - TITLE                                 | FOOTNOTE | RATE  |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations |          |       |
| 01011 - Accounting Clerk I                              |          | 14.05 |
| 01012 - Accounting Clerk II                             |          | 15.78 |
| 01013 - Accounting Clerk III                            |          | 20.27 |
| 01020 - Administrative Assistant                        |          | 28.55 |
| 01040 - Court Reporter                                  |          | 19.95 |
| 01051 - Data Entry Operator I                           |          | 14.38 |
| 01052 - Data Entry Operator II                          |          | 15.69 |
| 01060 - Dispatcher, Motor Vehicle                       |          | 16.94 |
| 01070 - Document Preparation Clerk                      |          | 14.21 |
| 01090 - Duplicating Machine Operator                    |          | 14.21 |
| 01111 - General Clerk I                                 |          | 13.92 |
| 01112 - General Clerk II                                |          | 15.32 |
| 01113 - General Clerk III                               |          | 18.74 |
| 01120 - Housing Referral Assistant                      |          | 25.29 |
| 01141 - Messenger Courier                               |          | 12.38 |
| 01191 - Order Clerk I                                   |          | 14.85 |
| 01192 - Order Clerk II                                  |          | 16.29 |
| 01261 - Personnel Assistant (Employment) I              |          | 17.31 |
| 01262 - Personnel Assistant (Employment) II             |          | 19.36 |
| 01263 - Personnel Assistant (Employment) III            |          | 21.66 |
| 01270 - Production Control Clerk                        |          | 22.03 |
| 01280 - Receptionist                                    |          | 14.12 |
| 01290 - Rental Clerk                                    |          | 16.55 |
| 01300 - Scheduler, Maintenance                          |          | 17.49 |
| 01311 - Secretary I                                     |          | 17.49 |
| 01312 - Secretary II                                    |          | 19.70 |
| 01313 - Secretary III                                   |          | 25.29 |
| 01320 - Service Order Dispatcher                        |          | 16.10 |
| 01410 - Supply Technician                               |          | 28.55 |
| 01420 - Survey Worker                                   |          | 19.46 |
| 01531 - Travel Clerk I                                  |          | 12.92 |
| 01532 - Travel Clerk II                                 |          | 13.89 |
| 01533 - Travel Clerk III                                |          | 14.92 |
| 01611 - Word Processor I                                |          | 14.21 |
| 01612 - Word Processor II                               |          | 16.65 |
| 01613 - Word Processor III                              |          | 19.95 |
| 05000 - Automotive Service Occupations                  |          |       |

|  |       |
|--|-------|
| 05005 - Automobile Body Repairer, Fiberglass         | 25.26 |
| 05010 - Automotive Electrician                       | 23.51 |
| 05040 - Automotive Glass Installer                   | 22.15 |
| 05070 - Automotive Worker                            | 22.15 |
| 05110 - Mobile Equipment Servicer                    | 19.04 |
| 05130 - Motor Equipment Metal Mechanic               | 24.78 |
| 05160 - Motor Equipment Metal Worker                 | 22.15 |
| 05190 - Motor Vehicle Mechanic                       | 24.78 |
| 05220 - Motor Vehicle Mechanic Helper                | 18.49 |
| 05250 - Motor Vehicle Upholstery Worker              | 21.63 |
| 05280 - Motor Vehicle Wrecker                        | 22.15 |
| 05310 - Painter, Automotive                          | 23.51 |
| 05340 - Radiator Repair Specialist                   | 22.15 |
| 05370 - Tire Repairer                                | 14.44 |
| 05400 - Transmission Repair Specialist               | 24.78 |
| 07000 - Food Preparation And Service Occupations     |       |
| 07010 - Baker  | 13.48 |
| 07041 - Cook I                                       | 11.97 |
| 07042 - Cook II                                      | 13.28 |
| 07070 - Dishwasher                                   | 9.82  |
| 07130 - Food Service Worker                          | 10.66 |
| 07210 - Meat Cutter                                  | 17.04 |
| 07260 - Waiter/Waitress                              | 9.70  |
| 09000 - Furniture Maintenance And Repair Occupations |       |
| 09010 - Electrostatic Spray Painter                  | 18.05 |
| 09040 - Furniture Handler                            | 12.78 |
| 09080 - Furniture Refinisher                         | 18.39 |
| 09090 - Furniture Refinisher Helper                  | 14.11 |
| 09110 - Furniture Repairer, Minor                    | 16.31 |
| 09130 - Upholsterer                                  | 18.05 |
| 11000 - General Services And Support Occupations     |       |
| 11030 - Cleaner, Vehicles                            | 10.50 |
| 11060 - Elevator Operator                            | 10.50 |
| 11090 - Gardener                                     | 16.22 |
| 11122 - Housekeeping Aide                            | 11.25 |
| 11150 - Janitor                                      | 11.25 |
| 11210 - Laborer, Grounds Maintenance                 | 12.47 |
| 11240 - Maid or Houseman                             | 11.03 |
| 11260 - Pruner                                       | 11.37 |
| 11270 - Tractor Operator                             | 14.66 |
| 11330 - Trail Maintenance Worker                     | 12.47 |
| 11360 - Window Cleaner                               | 11.68 |
| 12000 - Health Occupations                           |       |
| 12010 - Ambulance Driver                             | 19.46 |
| 12011 - Breath Alcohol Technician                    | 18.55 |
| 12012 - Certified Occupational Therapist Assistant   | 21.01 |
| 12015 - Certified Physical Therapist Assistant       | 21.01 |
| 12020 - Dental Assistant                             | 16.97 |
| 12025 - Dental Hygienist                             | 40.68 |
| 12030 - EKG Technician                               | 25.95 |
| 12035 - Electroneurodiagnostic Technologist          | 25.95 |
| 12040 - Emergency Medical Technician                 | 20.41 |
| 12071 - Licensed Practical Nurse I                   | 18.82 |
| 12072 - Licensed Practical Nurse II                  | 21.09 |
| 12073 - Licensed Practical Nurse III                 | 23.47 |
| 12100 - Medical Assistant                            | 14.89 |
| 12130 - Medical Laboratory Technician                | 18.04 |
| 12160 - Medical Record Clerk                         | 16.06 |
| 12190 - Medical Record Technician                    | 18.27 |
| 12195 - Medical Transcriptionist                     | 18.77 |
| 12210 - Nuclear Medicine Technologist                | 34.18 |

|  |               |
|--|---------------|
| 12221 - Nursing Assistant I                                  | 10.47         |
| 12222 - Nursing Assistant II                                 | 11.77         |
| 12223 - Nursing Assistant III                                | 13.02         |
| 12224 - Nursing Assistant IV                                 | 14.62         |
| 12235 - Optical Dispenser                                    | 20.17         |
| 12236 - Optical Technician                                   | 14.41         |
| 12250 - Pharmacy Technician                                  | 16.47         |
| 12280 - Phlebotomist   | 14.62         |
| 12305 - Radiologic Technologist                              | 28.28         |
| 12311 - Registered Nurse I                                   | 26.73         |
| 12312 - Registered Nurse II                                  | 32.41         |
| 12313 - Registered Nurse II, Specialist                      | 32.41         |
| 12314 - Registered Nurse III                                 | 38.98         |
| 12315 - Registered Nurse III, Anesthetist                    | 38.98         |
| 12316 - Registered Nurse IV                                  | 46.73         |
| 12317 - Scheduler (Drug and Alcohol Testing)                 | 19.75         |
| 13000 - Information And Arts Occupations                     |               |
| 13011 - Exhibits Specialist I                                | 19.86         |
| 13012 - Exhibits Specialist II                               | 24.61         |
| 13013 - Exhibits Specialist III                              | 30.09         |
| 13041 - Illustrator I  | 20.48         |
| 13042 - Illustrator II                                       | 25.38         |
| 13043 - Illustrator III                                      | 31.03         |
| 13047 - Librarian  | 30.80         |
| 13050 - Library Aide/Clerk                                   | 14.21         |
| 13054 - Library Information Technology Systems Administrator | 27.82         |
| 13058 - Library Technician                                   | 19.89         |
| 13061 - Media Specialist I                                   | 18.73         |
| 13062 - Media Specialist II                                  | 20.95         |
| 13063 - Media Specialist III                                 | 23.36         |
| 13071 - Photographer I                                       | 16.14         |
| 13072 - Photographer II                                      | 18.90         |
| 13073 - Photographer III                                     | 23.67         |
| 13074 - Photographer IV                                      | 28.65         |
| 13075 - Photographer V                                       | 30.69         |
| 13110 - Video Teleconference Technician                      | 19.35         |
| 14000 - Information Technology Occupations                   |               |
| 14041 - Computer Operator I                                  | 18.54         |
| 14042 - Computer Operator II                                 | 20.74         |
| 14043 - Computer Operator III                                | 23.12         |
| 14044 - Computer Operator IV                                 | 25.69         |
| 14045 - Computer Operator V                                  | 28.45         |
| 14071 - Computer Programmer I                                | (see 1) 25.43 |
| 14072 - Computer Programmer II                               | (see 1)       |
| 14073 - Computer Programmer III                              | (see 1)       |
| 14074 - Computer Programmer IV                               | (see 1)       |
| 14101 - Computer Systems Analyst I                           | (see 1)       |
| 14102 - Computer Systems Analyst II                          | (see 1)       |
| 14103 - Computer Systems Analyst III                         | (see 1)       |
| 14150 - Peripheral Equipment Operator                        | 18.54         |
| 14160 - Personal Computer Support Technician                 | 25.69         |
| 15000 - Instructional Occupations                            |               |
| 15010 - Aircrew Training Devices Instructor (Non-Rated)      | 35.71         |
| 15020 - Aircrew Training Devices Instructor (Rated)          | 43.84         |
| 15030 - Air Crew Training Devices Instructor (Pilot)         | 52.55         |
| 15050 - Computer Based Training Specialist / Instructor      | 34.39         |
| 15060 - Educational Technologist                             | 32.75         |
| 15070 - Flight Instructor (Pilot)                            | 52.55         |
| 15080 - Graphic Artist                                       | 26.80         |
| 15090 - Technical Instructor                                 | 25.08         |

|   |       |
|---|-------|
| 15095 - Technical Instructor/Course Developer                   | 30.67 |
| 15110 - Test Proctor  | 20.20 |
| 15120 - Tutor   | 20.20 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations |       |
| 16010 - Assembler   | 9.44  |
| 16030 - Counter Attendant                                       | 9.44  |
| 16040 - Dry Cleaner   | 12.21 |
| 16070 - Finisher, Flatwork, Machine                             | 9.44  |
| 16090 - Presser, Hand   | 9.44  |
| 16110 - Presser, Machine, Drycleaning                           | 9.44  |
| 16130 - Presser, Machine, Shirts                                | 9.44  |
| 16160 - Presser, Machine, Wearing Apparel, Laundry              | 9.44  |
| 16190 - Sewing Machine Operator                                 | 13.07 |
| 16220 - Tailor  | 13.90 |
| 16250 - Washer, Machine   | 10.41 |
| 19000 - Machine Tool Operation And Repair Occupations           |       |
| 19010 - Machine-Tool Operator (Tool Room)                       | 19.22 |
| 19040 - Tool And Die Maker                                      | 23.38 |
| 21000 - Materials Handling And Packing Occupations              |       |
| 21020 - Forklift Operator                                       | 17.90 |
| 21030 - Material Coordinator                                    | 22.03 |
| 21040 - Material Expediter                                      | 22.03 |
| 21050 - Material Handling Laborer                               | 12.92 |
| 21071 - Order Filler  | 13.87 |
| 21080 - Production Line Worker (Food Processing)                | 17.90 |
| 21110 - Shipping Packer   | 14.46 |
| 21130 - Shipping/Receiving Clerk                                | 14.46 |
| 21140 - Store Worker I  | 11.44 |
| 21150 - Stock Clerk   | 16.46 |
| 21210 - Tools And Parts Attendant                               | 17.90 |
| 21410 - Warehouse Specialist                                    | 17.90 |
| 23000 - Mechanics And Maintenance And Repair Occupations        |       |
| 23010 - Aerospace Structural Welder                             | 25.68 |
| 23021 - Aircraft Mechanic I                                     | 24.46 |
| 23022 - Aircraft Mechanic II                                    | 25.68 |
| 23023 - Aircraft Mechanic III                                   | 26.97 |
| 23040 - Aircraft Mechanic Helper                                | 16.61 |
| 23050 - Aircraft, Painter                                       | 23.42 |
| 23060 - Aircraft Servicer                                       | 18.71 |
| 23080 - Aircraft Worker   | 19.90 |
| 23110 - Appliance Mechanic                                      | 21.62 |
| 23120 - Bicycle Repairer  | 14.43 |
| 23125 - Cable Splicer   | 25.61 |
| 23130 - Carpenter, Maintenance                                  | 20.99 |
| 23140 - Carpet Layer  | 19.33 |
| 23160 - Electrician, Maintenance                                | 27.43 |
| 23181 - Electronics Technician Maintenance I                    | 23.70 |
| 23182 - Electronics Technician Maintenance II                   | 25.15 |
| 23183 - Electronics Technician Maintenance III                  | 26.50 |
| 23260 - Fabric Worker   | 19.01 |
| 23290 - Fire Alarm System Mechanic                              | 22.78 |
| 23310 - Fire Extinguisher Repairer                              | 17.52 |
| 23311 - Fuel Distribution System Mechanic                       | 22.81 |
| 23312 - Fuel Distribution System Operator                       | 19.38 |
| 23370 - General Maintenance Worker                              | 21.43 |
| 23380 - Ground Support Equipment Mechanic                       | 24.46 |
| 23381 - Ground Support Equipment Servicer                       | 18.71 |
| 23382 - Ground Support Equipment Worker                         | 19.90 |
| 23391 - Gunsmith I  | 17.52 |
| 23392 - Gunsmith II   | 20.38 |
| 23393 - Gunsmith III  | 22.78 |

|  |       |
|--|-------|
| 23410 - Heating, Ventilation And Air-Conditioning<br>Mechanic                      | 22.94 |
| 23411 - Heating, Ventilation And Air Contditioning<br>Mechanic (Research Facility) | 24.37 |
| 23430 - Heavy Equipment Mechanic   | 22.78 |
| 23440 - Heavy Equipment Operator   | 22.78 |
| 23460 - Instrument Mechanic  | 22.59 |
| 23465 - Laboratory/Shelter Mechanic  | 21.62 |
| 23470 - Laborer  | 14.27 |
| 23510 - Locksmith  | 21.11 |
| 23530 - Machinery Maintenance Mechanic   | 22.99 |
| 23550 - Machinist, Maintenance   | 21.78 |
| 23580 - Maintenance Trades Helper  | 16.61 |
| 23591 - Metrology Technician I   | 22.59 |
| 23592 - Metrology Technician II  | 23.80 |
| 23593 - Metrology Technician III   | 24.96 |
| 23640 - Millwright   | 28.19 |
| 23710 - Office Appliance Repairer  | 22.96 |
| 23760 - Painter, Maintenance   | 21.62 |
| 23790 - Pipefitter, Maintenance  | 23.19 |
| 23810 - Plumber, Maintenance   | 20.99 |
| 23820 - Pneudraulic Systems Mechanic   | 22.78 |
| 23850 - Rigger   | 22.78 |
| 23870 - Scale Mechanic   | 20.38 |
| 23890 - Sheet-Metal Worker, Maintenance  | 22.78 |
| 23910 - Small Engine Mechanic  | 20.38 |
| 23931 - Telecommunications Mechanic I  | 27.74 |
| 23932 - Telecommunications Mechanic II   | 29.24 |
| 23950 - Telephone Lineman  | 26.38 |
| 23960 - Welder, Combination, Maintenance   | 22.78 |
| 23965 - Well Driller   | 22.78 |
| 23970 - Woodcraft Worker   | 22.78 |
| 23980 - Woodworker   | 17.52 |
| 24000 - Personal Needs Occupations   |       |
| 24570 - Child Care Attendant   | 12.79 |
| 24580 - Child Care Center Clerk  | 17.77 |
| 24610 - Chore Aide   | 10.52 |
| 24620 - Family Readiness And Support Services<br>Coordinator                       | 15.68 |
| 24630 - Homemaker  | 18.43 |
| 25000 - Plant And System Operations Occupations                                    |       |
| 25010 - Boiler Tender  | 27.10 |
| 25040 - Sewage Plant Operator  | 20.73 |
| 25070 - Stationary Engineer  | 27.10 |
| 25190 - Ventilation Equipment Tender   | 19.08 |
| 25210 - Water Treatment Plant Operator   | 20.73 |
| 27000 - Protective Service Occupations   |       |
| 27004 - Alarm Monitor  | 20.57 |
| 27007 - Baggage Inspector  | 12.66 |
| 27008 - Corrections Officer  | 22.25 |
| 27010 - Court Security Officer   | 23.33 |
| 27030 - Detection Dog Handler  | 20.57 |
| 27040 - Detention Officer  | 22.25 |
| 27070 - Firefighter  | 22.39 |
| 27101 - Guard I  | 12.66 |
| 27102 - Guard II   | 20.57 |
| 27131 - Police Officer I   | 26.14 |
| 27132 - Police Officer II  | 28.99 |
| 28000 - Recreation Occupations   |       |
| 28041 - Carnival Equipment Operator  | 13.59 |
| 28042 - Carnival Equipment Repairer  | 14.63 |

|                  |  |       |
|------------------|--|-------|
| 28043            | - Carnival Equipment Worker                              | 9.24  |
| 28210            | - Gate Attendant/Gate Tender                             | 13.01 |
| 28310            | - Lifeguard  | 11.59 |
| 28350            | - Park Attendant (Aide)                                  | 14.56 |
| 28510            | - Recreation Aide/Health Facility Attendant              | 10.62 |
| 28515            | - Recreation Specialist                                  | 18.04 |
| 28630            | - Sports Official  | 11.59 |
| 28690            | - Swimming Pool Operator                                 | 18.21 |
| 29000            | - Stevedoring/Longshoremen Occupational Services         |       |
| 29010            | - Blocker And Bracer                                     | 23.13 |
| 29020            | - Hatch Tender   | 23.13 |
| 29030            | - Line Handler   | 23.13 |
| 29041            | - Stevedore I  | 21.31 |
| 29042            | - Stevedore II   | 24.24 |
| 30000            | - Technical Occupations                                  |       |
| 30010            | - Air Traffic Control Specialist, Center (HFO) (see 2)   | 38.00 |
| 30011            | - Air Traffic Control Specialist, Station (HFO) (see 2)  | 26.21 |
| 30012            | - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 28.86 |
| 30021            | - Archeological Technician I                             | 18.93 |
| 30022            | - Archeological Technician II                            | 21.11 |
| 30023            | - Archeological Technician III                           | 27.56 |
| 30030            | - Cartographic Technician                                | 27.56 |
| 30040            | - Civil Engineering Technician                           | 24.01 |
| 30061            | - Drafter/CAD Operator I                                 | 19.89 |
| 30062            | - Drafter/CAD Operator II                                | 22.25 |
| 30063            | - Drafter/CAD Operator III                               | 24.80 |
| 30064            | - Drafter/CAD Operator IV                                | 30.52 |
| 30081            | - Engineering Technician I                               | 21.63 |
| 30082            | - Engineering Technician II                              | 24.29 |
| 30083            | - Engineering Technician III                             | 27.17 |
| 30084            | - Engineering Technician IV                              | 33.66 |
| 30085            | - Engineering Technician V                               | 41.16 |
| 30086            | - Engineering Technician VI                              | 49.81 |
| 30090            | - Environmental Technician                               | 24.92 |
| 30210            | - Laboratory Technician                                  | 23.38 |
| 30240            | - Mathematical Technician                                | 28.94 |
| 30361            | - Paralegal/Legal Assistant I                            | 21.36 |
| 30362            | - Paralegal/Legal Assistant II                           | 26.47 |
| 30363            | - Paralegal/Legal Assistant III                          | 32.36 |
| 30364            | - Paralegal/Legal Assistant IV                           | 39.16 |
| 30390            | - Photo-Optics Technician                                | 27.56 |
| 30461            | - Technical Writer I                                     | 21.84 |
| 30462            | - Technical Writer II                                    | 26.70 |
| 30463            | - Technical Writer III                                   | 32.31 |
| 30491            | - Unexploded Ordnance (UXO) Technician I                 | 24.15 |
| 30492            | - Unexploded Ordnance (UXO) Technician II                | 29.22 |
| 30493            | - Unexploded Ordnance (UXO) Technician III               | 35.03 |
| 30494            | - Unexploded (UXO) Safety Escort                         | 24.15 |
| 30495            | - Unexploded (UXO) Sweep Personnel                       | 24.15 |
| 30620            | - Weather Observer, Combined Upper Air Or (see 2)        | 24.80 |
| Surface Programs |  |       |
| 30621            | - Weather Observer, Senior (see 2)                       | 27.56 |
| 31000            | - Transportation/Mobile Equipment Operation Occupations  |       |
| 31020            | - Bus Aide   | 13.02 |
| 31030            | - Bus Driver   | 18.95 |
| 31043            | - Driver Courier   | 12.71 |
| 31260            | - Parking and Lot Attendant                              | 10.07 |
| 31290            | - Shuttle Bus Driver                                     | 14.69 |
| 31310            | - Taxi Driver  | 13.98 |
| 31361            | - Truckdriver, Light                                     | 14.69 |
| 31362            | - Truckdriver, Medium                                    | 17.18 |

|   |       |
|---|-------|
| 31363 - Truckdriver, Heavy              | 18.42 |
| 31364 - Truckdriver, Tractor-Trailer    | 18.42 |
| 99000 - Miscellaneous Occupations       |       |
| 99030 - Cashier                         | 10.03 |
| 99050 - Desk Clerk                      | 11.58 |
| 99095 - Embalmer                        | 23.05 |
| 99251 - Laboratory Animal Caretaker I   | 11.30 |
| 99252 - Laboratory Animal Caretaker II  | 12.35 |
| 99310 - Mortician                       | 31.73 |
| 99410 - Pest Controller                 | 16.01 |
| 99510 - Photofinishing Worker           | 12.75 |
| 99710 - Recycling Laborer               | 16.82 |
| 99711 - Recycling Specialist            | 20.65 |
| 99730 - Refuse Collector                | 14.91 |
| 99810 - Sales Clerk                     | 12.09 |
| 99820 - School Crossing Guard           | 13.43 |
| 99830 - Survey Party Chief              | 21.94 |
| 99831 - Surveying Aide                  | 13.63 |
| 99832 - Surveying Technician            | 20.85 |
| 99840 - Vending Machine Attendant       | 14.43 |
| 99841 - Vending Machine Repairer        | 18.73 |
| 99842 - Vending Machine Repairer Helper | 14.43 |

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

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

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

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

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

occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**AUTHORITY**  
The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

**CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS**

**COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE**

1. CONTRACTOR NAME AND ADDRESS

TBD

A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts)

B. PROJECTED START DATE

06/20/2010

C. PROJECTED COMPLETION DATE

06/19/2015

2. TYPE OF SUBMISSION

- A ORIGINAL
- B REVISED (Supersedes all previous submissions)
- C OTHER (Specify)

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY



B. CONTRACT NUMBER

DATE

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Locksmith Services

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

- YES (If "YES," answer 1-7 below)
- NO (If "NO," proceed to 5.C.)

NOT APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION






2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)






3. GENERATION OF CLASSIFIED MATTER.






4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.






5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.






6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.






7. OTHER (Specify)






B. IS FACILITY CLEARANCE REQUIRED?

- YES
- NO

C.  UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS.

G.  REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC.

D.  ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

H.  WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES.

E.  ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

I.  REQUIRED TO CARRY FIREARMS.

F.  UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

J.  FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

**NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D, G, H, I, OR J IS CHECKED.**

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

| NAME AND TITLE  | SIGNATURE  | DATE   |
|---|--|--------|
| Susan E. Cusseaux<br>Facilities Security Specialist<br>Facilities Security Branch |  | 3/3/10 |

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

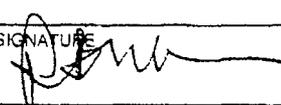
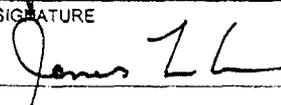
- AUTHORIZED CLASSIFIER (Name and Title)       DIVISION OF FACILITIES AND SECURITY

9. REQUIRED DISTRIBUTION OF NRC FORM 187 *Check appropriate box(es)*

- SPONSORING NRC OFFICE OR DIVISION (Item 10A)       DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT  
 DIVISION OF FACILITIES AND SECURITY (Item 10B)       CONTRACTOR (Item 1)  
 SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

| NAME (Print or type)  | SIGNATURE  | DATE    |
|---|--|---------|
| A. DIRECTOR, OFFICE OR DIVISION   | SIGNATURE  | DATE    |
| B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY<br><b>Robert B. Webber</b>   |  | 3/9/10  |
| C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT<br>(Not applicable to DOE agreements)<br><b>Phyllis A. Bower</b> | SIGNATURE  | DATE    |
| <b>James Leedom</b>   |  | 5/27/10 |

REMARKS

*but*