

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 31	
2. AMENDMENT/MODIFICATION NO. M0004		3. EFFECTIVE DATE 02/07/2014		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY US NRC - HQ DIVISION OF CONTRACTS		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code)  CORESPHERE LLC  13413 BISSEL LN  POTOMAC MD 208541016		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 184768583 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-HQ-12-C-27-0120/0353-12-212644		10B. DATED (SEE ITEM 13) 09/24/2012	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule Net Increase: \$20,000.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.232-18 AVAILABILITY OF FUNDS; 52.243-3 CHANGES-TIME-AND-MATERIALS OR LABOR-HOURS

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return \_\_\_\_\_ 1 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**


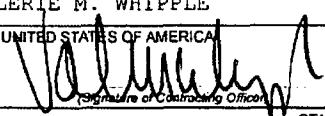
CORESPHERE LLC

The contract specialist designation for this contract has changed from Shashi Malhotra to Nancy Lamon-Kritikos.

Information: Email, Nancy.Lamon-Kritikos@nrc.gov, Phone, 301-287-0885

The purpose of this modification is 1) to revise Section B.1 General, 2) to revise Section B.2 Price Schedule, 3) to revise B.3 Statement of Work, 4) to increase the total contract ceiling (exclusive of options) by \$91,952.00, from \$221,864.80 to \$313,816.80, 5) to increase the total contract ceiling (inclusive of options) by \$188,489.60, from \$335,701.00 to \$524,191.20, 6) to increase funding by \$20,000.00, from \$170,504.00 to \$190,504.00, 7) Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) SHAILESA KUMTA, MANAGING PARTNER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) VALERIE M. WHIPPLE	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2/10/2014	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 2/10/14

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

FEB 14 2014

ADM002

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED NRC-HQ-12-C-27-0120/0353-12-212644/M0004	PAGE	OF
		2	31

NAME OF OFFEROR OR CONTRACTOR  
CORESPHERE LLC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>to revise Attachment 1: Billing Instructions for Labor Hour/Time and Materials Type Contracts, 8) to revise Attachment 3: Department of Labor Wage Determination, 9) to incorporate clause 52.232-18 Availability of Funds, and 11) to incorporate clause 52.243-3, Changes-Time-and-Materials or Labor-Hours. See page three (3) for details.</p> <p>Total Contract Ceiling (Exclusive of Options): \$313,816.80 (changed) Total Contract Ceiling (Inclusive of Options): \$524,191.20 (changed) Total Obligated Amount: \$190,504.00 (changed)</p> <p>All other terms and conditions remain unchanged.</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 2014-X0200-FEEBASED-7P-7PD001-51-K-188-D1352-252A BBFY 2014 EBFY Fund X0200 Funds Source FEEBASED YBA Office 7P Division 7PD001 Branch Cost Ctr (Job Code) D1352 Major prog/business 51 Product Line K Product 188 BOC 252A REIM Agreement Num REIM Agmt Line Num FAIMIS Template Name 7P-D1352 Quantity: 0 Amount: \$20,000.00 Percent: 13.95549 Subject To Funding: N Payment Address: U.S. Nuclear Regulatory Commission One White Flint North 11555 Rockville Pike Mailstop O3-E17A Rockville MD 20852-2738</p> <p>Period of Performance: 09/28/2012 to 09/27/2014</p>				

The purpose of this modification is 1) to revise Section B.1 General, 2) to revise Section B.2 Price Schedule, 3) to revise B.3 Statement of Work, 4) to increase the total contract ceiling (exclusive of options) by \$91,952.00, from \$221,864.80 to \$313,816.80, 5) to increase the total contract ceiling (inclusive of options) by \$188,489.60, from \$335,701.00 to \$524,191.20, 6) to increase funding by \$20,000.00, from \$170,504.00 to \$190,504.00, 7) to revise Attachment 1: Billing Instructions for Labor Hour/Time and Materials Type Contracts, 8) to revise Attachment 3: Department of Labor Wage Determination, 9) to incorporate clause 52.232-18 Availability of Funds, and 10) to incorporate clause 52.243-3, Changes—Time-and-Materials or Labor-Hours.

Contract NRC-HQ-12-C-27-0120 is hereby modified as follows:

1. Section B.1 General is hereby revised as follows:

**B.1 GENERAL**

(a) **The contractor will provide "Technical Assistance Support for the Office of Small Business and Civil Rights (SBCR)" for the United States Nuclear Regulatory Commission;**

(b) The contract term includes a base period of 12-months, and two (2) twelve (12) month option periods from time of award, for a total of three (3) years if all option periods are exercised; and

(c) The contract will be a Commercial Item Contract with fixed hourly unit prices.

2. Section B.2 Price Schedule is hereby deleted in its entirety and replaced with the following:

**B.2 PRICE SCHEDULE**

All unit prices are fixed unit prices that include all costs (including, but not limited to: labor, fringe benefits, overhead, G&A, and profit, if applicable) to provide the services required in the contract.

**BASE YEAR: September 28, 2012 – September 27, 2013**

Item No.	Schedule of Supplies/Services	Estimated Quantities	Unit Price	Extended Price
0001	Small Business Specialist			\$107,289.60

**Total Cost – Base Year - \$107,289.60**

**OPTION YEAR 1: September 28, 2013 – September 27, 2014**

Item No.	Schedule of Supplies/Services	Estimated Quantities	Unit Price	Extended Price
1001	Small Business Specialist	1920 HRS*	\$57.56	\$110,515.20
1002	EEO/Civil Rights Specialist (Level 1)	1600 HRS*	\$48.82	\$78,112.00

**Total Cost – Option Year 1 - \$188,627.20**

**OPTION YEAR 2: September 28, 2014 – September 27, 2015**

Item No.	Schedule of Supplies/Services	Estimated Quantities	Unit Price	Extended Price
2001	Small Business Specialist	1920 HRS*	\$59.29	\$113,836.80
2002	EEO/Civil Rights Specialist (Level 1)	1920 HRS*	\$50.28	\$96,537.60

**Total Cost – Option Year 2 - \$ 210,374.40**

<b><u>OTHER DIRECT COST</u></b>		
ODC-001	TRAVEL**	<b><u>NOT TO EXCEED (NTE)</u></b> <b><u>\$17,900.00</u></b>

**Total Cost – For all Years - \$524,191.20**

**NOTE:**

\* Loaded Hourly Rates – If proposed, the fixed hourly rate listed shall be "loaded" and only include the following: Salary cost of the individual providing the services; Payroll costs (fringe benefits, FICA, etc.); Indirect costs applicable to labor; and Profit or fee, if any;

\*\* Travel – Travel expenses are only to be applied to travel outside of the local area. The contractors travel must be pre-approved in writing in accordance with USNRC Government Travel Regulations. This CLIN shall be used for the life of the contract.

- Section B.3 Statement of Work is hereby deleted in its entirety and replaced with the following:

**B.3 STATEMENT OF WORK**

## **Technical Assistance Support for the Office of Small Business and Civil Rights**

### **Background**

The U.S. Nuclear Regulatory Commission (NRC) is an independent Federal agency established by the Energy Reorganization Act of 1974 to regulate civilian use of nuclear materials. NRC's primary mission is to protect the public health and safety, and the environment from the effects of radiation from nuclear reactors, materials, and waste facilities. NRC also regulates these nuclear materials and facilities to promote the common defense and security. The agency's mission is supported by contracts with the business community for products and services that assist the agency in meeting its operational goals and objectives. The agency recognizes the importance of contract support and the vital role small businesses play in the economic well-being and security of the Nation.

The Office of Small Business and Civil Rights (SBCR) supports the NRC mission in protecting people and the environment by enabling the agency to have a diverse and inclusive workforce, to advance equal employment opportunity for employees and applicants, to provide fair and impartial processing of discrimination complaints, to afford maximum practicable prime and subcontracting opportunities for small businesses, and to allow for meaningful and equal access to agency-conducted and financially-assisted programs and activities including partnerships with Minority Serving Institutions.

The NRC Small Business Program is charged with ensuring the agency complies with small business-related laws and advocates for maximum practicable prime and subcontract opportunities. The Small Business Program directs an agency-wide program to meet the objectives of small business-related Federal statutes, regulations, Executive Orders, policies and other Federal small business goals. To that end, the NRC Small Business Program supports small businesses in agency contract operations through: acquisition compliance reviews; collaborative market research and strategic acquisition planning efforts; the recommendation of small business contract set-asides; participation in procurement conferences and fairs, sponsored by Federal, State and local Governments, the Congress and local communities to reach small business; and sponsorship of contract-related training, counsel and technical assistance to agency officials and to provide business development and assistance to the business community. These efforts are intended to maximize small business contracting; enable the agency to meet small business contracting goals and objectives; forge strategic business alliances; educate the business community on agency contracting opportunities and small businesses; and ensure a competitive and innovative supplier base to meet agency mission-related contracting needs.

The NRC Civil Rights Program directs an agency-wide program to ensure that complaints of alleged employment discrimination filed against the agency are processed under Equal Employment Opportunity (EEO) and civil rights statutes,

regulations and Executive Orders. The Civil Rights Program provides for the prompt, fair, and impartial processing of employment discrimination complaints filed by employees, former employees and applicants who believe they have been subjected to discrimination based on race, color, national origin, religion (including reasonable accommodation for religious beliefs and practices), gender (including gender-based wage discrimination or harassment), age (40 and over), mental or physical disability (including reasonable accommodation), sexual orientation, status as a parent, and/or genetic information. The Civil Rights Program is responsible for providing EEO counseling; investigating complaints; issuing final agency decisions on complaints; administering the agency's Alternative Dispute Resolution (ADR) program; establishing policies and procedures; conducting EEO training for agency staff; and completing monthly and annual reports on the status of EEO complaints.

### **Objective**

The objective of this contract is:

1. Obtain technical assistance support in the areas of economic and business development services to businesses interested in conducting business with the agency.
2. Obtain technical assistance support for the agency's small business seminars and matchmaking events.
3. Obtain technical assistance support in revising the Small Business Program's public website.
4. Obtain technical assistance support in processing informal and formal complaints of discrimination filed against the agency and requests for Alternative Dispute Resolution (ADR).
5. Obtain technical assistance support in completing reports and planning EEO training seminars and conferences.
6. Obtain technical assistance support in revising the Civil Rights Program's public website, information brochures and pamphlets.

### **Scope of Work**

The contractor must provide technical assistance support services for the duration and amount listed in support of Small Business Program and Civil Rights Program, which includes the following technical assistance support tasks:

1. The Contractor must attend a contract kickoff meeting that will be conducted at NRC to introduce staff and to conduct a detailed project review. The NRC will provide a detailed overview of the project's objectives and operational expectations and the Contractor will discuss their approach for completing the work.
2. The Contractor shall submit a consolidated monthly progress report for both the Small Business and Civil Rights Program support. The report shall include the following:
  - a. A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;

- b. Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g. change in work requirements, level of effort (cost) or schedule delay, the Contractor shall submit a separate letter to the Project Officer and Contracting Officer identifying the required change and estimated cost impact;
  - c. A summary of progress to date; and
  - d. Plans for the next reporting period.
- 3. Support the implementation of the NRC small business seminars and matchmaking events by reserving the appropriate location, conducting site surveys, coordinating all logistics, securing speakers, and reviewing the PowerPoint slides used for the seminar and suggest any revisions or additions that would improve effectiveness of the seminar presentation. The PowerPoint slides will be provided to the contractor via email.
- 4. Support the implementation of the internal acquisition training for NRC certified Contracting Officer Representatives (CORs) regarding the Federal Small Business Program (acquisition planning, market research, contract vehicles, portfolio of small business programs, technical aspects of set-asides, etc.). The contractor must assist in drafting training materials that explain the Federal Small Business Program.
- 5. Revision support for NRC's Small Business Program's public website. Revision support must include review of the Small Business Program's public website's content, located at: <http://www.nrc.gov/about-nrc/contracting/small-business.html>. The review must identify areas requiring correction, updating, additions, or improvements in the public's understanding of economic and business development services, contract opportunities, outreach events, Federal portfolio of small business programs and the Federal acquisition process, as it relates to the Federal small business program.
- 6. Facilitate capability presentations between senior small business executives and relevant agency technical experts/end-users to explore how business may support the mission and objectives of the agency, foster business development, and ensure that the agency continues to benefit from an innovative and competitive supplier base.
- 7. Supports the monitoring of small business prime contract performance by tracking NRC small business contract performance and updating a goal spreadsheet that shall be provided by the NRC.
- 8. Supports the Small Business Program's various other ad-hoc technical assistance support-related service requirements by accurately and efficiently performing any other type task that the program requires for which NRC provides the contractor personnel with sufficient guidance for successful

completion of the service by either verbal technical direction, written instructions or reference materials (or a combination of any of the three methods).

The contractor shall provide technical support services for the duration and amount listed in the support of the Civil Rights Program, which includes the following technical assistance tasks:

1. Support the Civil Rights Program by maintaining and updating the automated tracking system (iComplaints) for contacts, informal and formal EEO complaints, and requests for ADR. Prepares monthly status reports to monitor complaint activity and quarterly reports under the Notification and Federal Employee Antidiscrimination Act of 2002 (No FEAR Act).
2. Support the Civil Rights Program by preparing and maintaining EEO complaint files, assigning case numbers, monitoring compliance with settlement agreements, developing EEO related forms, and finalizing general memoranda, letters, policy statements and reports.
3. Support the Civil Rights Program using various software applications, such as spreadsheets, word processing, desktop publishing, and graphics to generate custom documents for EEO counselor and staff training.
4. Revision support for NRC's Civil Rights Program's public website. Revision support shall include review of the Civil Rights Program's public website's content, located at: <http://www.nrc.gov/about-nrc/civil-rights/crp.html>. The contractor shall review and identify areas requiring correction, updating, additions, or improvements in the content as it related to the agency's Civil Rights and ADR Programs.
5. Support the implementation of the NRC Civil Rights Program ADR Program by reserving the appropriate location, coordinating logistics, securing mediators and documenting ADR mediations in complaint files.
6. Support the Civil Rights Program's various other ad-hoc technical assistance support-related service requirements by accurately and efficiently performing any other type task that the program requires for which NRC provides the contractor personnel with sufficient guidance for successful completion of the service by either verbal technical direction, written instructions or reference materials (or a combination of any of the three methods).



With respect to revising documents, the contractor must provide the draft documents to the NRC COR in electronic form as directed by the NRC COR. The electronic formats used by the NRC for performance under this contract are MS Word, Excel, PowerPoint, and Adobe Acrobat (PDF). The font size to be used on all documents shall be Arial 11 with one (1) inch margins on both sides, except for PowerPoint Presentations. Upon receipt of the draft documentation, the NRC COR will review and provide comments, via email, to the contractor within five (5) business days. The contractor must modify the draft version, based on comments provided by the NRC COR, within three (3) business days, to develop the final version of the documentation. The final draft version of the document shall be submitted via email to the NRC COR for acceptance.

**Note: Any and all work under this Statement of Work shall not include review of or access to any NRC solicitation packages.**

#### **Location of Performance**

The Contractor's primary work shall be conducted onsite at the NRC headquarters. The Contractor may perform work off-site to support the agency's Small Business Program at conferences sponsored by Federal, State and local Governments, the Congress and local communities to reach small businesses interested in conducting businesses with the agency. In addition, the contractor may perform work off-site to support the agency's Civil Rights Program at conference and EEO events. Work may also be completed at an alternate work location at the approval of the contracting officer's representative (COR) on an episodic basis. Primary work performed onsite will be conducted at the following address:

U.S. Nuclear Regulatory Commission  
White Flint Headquarters Complex  
11555 Rockville Pike  
Rockville, Maryland 20852-2738

#### **General Requirements**

1. The Contractor shall supply all personnel and transportation required to perform the work described in this SOW. The Contractor shall conduct management and planning functions during the course of the effort such as planning and scheduling of milestones and objectives as they relate to the execution and analysis of all assignments.
2. The Contractor shall provide a monthly status report to the NRC contract Project Officer. This monthly status report shall identify personnel by name, number of hours worked, and what functions or contracts were completed during the month. This report will be due on or by the 30<sup>th</sup> of each month. The support for this contract will be monitored monthly and measured in terms of the number of hours expended and the rate per hour.

3. All material and information gathered and developed in the performance of SOW shall be the property of the U.S. Government.
4. The Contractor shall complete their work during business hours occurring Monday through Friday from 8:00 a.m. to 5:00 p.m. excluding Federal holidays.

### **Key Personnel Availability**

The contractor shall provide a resume for each individual proposed to work on this contract. The contractor shall maintain continuous availability of all key personnel who are required to successfully perform the work required under this contract.

### **Contractor Personnel**

The Contractor must have personnel skilled in the following areas:

1. The Small Business Act, the Small Business Jobs Act of 2010; the Competition in Contracting Act; Executive Order 13360; Federal Acquisition Regulations Part 7, 10, and 19; and Title 13 of the Code of Federal Regulations.
2. The Federal Women-Owned Small Business Program, Service-Disabled Veteran-Owned Small Business Program, 8(a) Business Development Program, and the Historically Underutilized Business Zones Program.
3. The agency's internal small business and acquisition policies: Management Directives 11.1, NRC Acquisition of Supplies and Services; 11.4, NRC Small and Disadvantaged Business Program; and 9.24, Office of Small Business and Civil Rights.
4. Federal acquisition planning and market research procedures used to evaluate the capacity and capability of the small business community.
5. Federal data reporting resources such as the Federal Procurement Data System Next-Generation, <http://usaspending.gov/>, and the Small Business Dashboard.
6. EEOC regulations Title 29 Code of Federal Regulations (CFR) Part 1614 and Equal Employment Opportunity Commission (EEOC) Management Directive 110, Federal Sector Complaint Processing Manual.
7. A variety of EEO and civil rights laws and Regulations such as: Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination Act of 1967, as amended; the Equal Pay Act of 1963, as amended; Executive Order 11478 EEO Opportunity in the Federal Government; the Genetic Information Nondiscrimination Act of 2008; the Rehabilitation Act of 1973, as amended; and the Notification and Federal Employee Antidiscrimination Act of 2002 (No FEAR Act).
8. The agency's internal management policies: Management Directive 9.24 Organizations and Functions of SBCR; Management Directive 10.161 Civil

**Rights Program and Affirmative Employment and Diversity Management Program; SBCR's EEO Complaint Program and ADR Program.**

Staff shall have the requisite background knowledge listed above to complete the necessary tasks. Staff may have cross knowledge with Small Business and Civil rights, however it is not required.

**Legal Holidays**

The Federal Government recognizes the following holidays:

New Year's Day; Martin Luther King's Birthday; President's Day; Memorial Day; Independence Day; Labor Day  
Columbus Day; Veterans Day; Thanksgiving Day; and Christmas Day.

**Government Furnished Equipment, Facilities, and Services**

The NRC will provide or make available to the Contractor at the worksite in Rockville, Maryland, Government furnished space, office supplies, and IT equipment (computer monitor, keyboard), IT services, and IT access (e.g., Internet) necessary to provide the required services when required. The Contractor is responsible for providing personnel with existing knowledge and significant experience in using office information technology equipment. The Contractor is responsible for the Contractor employee=s appropriate use of Government furnished equipment, services, and access.

The Contractor and the Contractor=s personnel are prohibited from misuse, abuse, and from using the Government furnished equipment, services, or access for personal use. The Contractor is required to complete a property check with the NRC Project Officer upon the conclusion of this contract to ensure all NRC owned property has been returned and accounted for under the designated property account.

The contractor shall also adhere to all applicable NRC policies including:

- Management Directive 12.5, "Information Security Program," available at <http://www.nrc.gov/reading-rm/doc-collections/management-directives/volumes/vol-12.html>
- Management Directive 12.6, "NRC Sensitive Unclassified Information Security Program," available at <http://www.nrc.gov/reading-rm/doc-collections/management-directives/volumes/vol-12.html>
- NRC Sensitive Unclassified Non-Safeguards Information (SUNSI), available at <http://www.nrc.gov/reading-rm/doc-collections/commission/comm-secy/2005/2005-0054comscy-attachment2.pdf>

4. Section B.4 Consideration and Obligation—Time-And-Materials Contract (AUG 2011) is hereby revised as follows:

**B.4 CONSIDERATION AND OBLIGATION-TIME-AND-MATERIALS CONTRACT  
(AUG 2011)**

(a) The ceiling price to the Government for full performance under this contract is **\$313,816.80**.

(b) The contract includes: (1) direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit, totaling **\$295,916.80**; and (2) travel expenses, **NOT-TO-EXCEED \$17,900.00**.

(c) The amount presently obligated by the Government with respect to this contract is **\$190,504.00**.

(d) This is an incrementally-funded contract and FAR 52.232-22 - "Limitation of Funds" applies.

5. Attachment 1: Billing Instructions for Labor Hour/Time and Materials Type Contracts is hereby deleted in its entirety and replaced with the attached Billing Instructions for Labor Hour/Time and Materials Type Contracts. See Attachment 1 of this modification.
6. Attachment 3: Department of Labor Wage Determination is hereby deleted in its entirety and replaced with the attached Department of Labor Wage Determination. See Attachment 2 of this modification.
7. Section C.34 52.232-18 Availability of Funds (APR 1984) is hereby incorporated as follows:

**C.34 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

8. Section C.35 52.243-3 Changes—Time-and-Materials or Labor-Hours (Sept 2000) is hereby incorporated as follows:

**C.35 52.243-3 CHANGES—TIME-AND-MATERIALS OR LABOR-HOURS (SEPT 2000)**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.
- (7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (1) Ceiling price.
- (2) Hourly rates.
- (3) Delivery schedule.
- (4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

9. A summary of obligations from date of award through this modification is as follows:

Base Award:	\$ 104,804.00
Modification #1:	\$ 1,200.00
Modification #2:	\$ 14,500.00
Modification #3:	\$ 50,000.00
Modification #4:	\$ 20,000.00
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Total:	\$ 190,504.00

This modification obligates \$20,000 in FY14 funds.

**All other terms and conditions remain unchanged.**

**BILLING INSTRUCTIONS FOR  
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

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

The contractor shall prepare invoices/vouchers for reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

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

**Electronic Invoice/Voucher Submissions:** The preferred method of submitting vouchers/invoices is electronically to the U.S. Nuclear Regulatory Commission, via email to: [NRCPayments@nrc.gov](mailto:NRCPayments@nrc.gov).

**Hard-Copy Invoice/Voucher Submissions:** If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

NRC Payments  
U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Mailstop O3-E17A  
Rockville, MD 20852-2738

**Purchase of Capital Property:** (\$50,000 or more with life of one year or longer)

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

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

**Frequency:** The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

**BILLING INSTRUCTIONS FOR  
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

**Format:** Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

**Task Order Contracts:** The contractor must submit a separate invoice/voucher for each individual task order with detailed cost information. This includes all applicable cost elements and other items discussed in paragraphs (a) through (q) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

**Billing of Costs after Expiration of Contract:** If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration invoice/voucher, the contractor shall clearly mark it "EXPIRATION INVOICE" or "EXPIRATION VOUCHER".

Final invoices/vouchers shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

**Currency:** Invoices/Vouchers must be expressed in U.S. Dollars.

**Supersession:** These instructions supersede previous Billing Instructions for Time-and-Materials/Labor-Hour Type Contracts (July 2011).

**BILLING INSTRUCTIONS FOR  
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL  
(SAMPLE FORMAT - COVER SHEET)**

**1. Official Agency Billing Office**

NRC Payments  
U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Mailstop O3-E17A  
Rockville, MD 20852-2738

**2. Invoice/Voucher Information**

a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

c. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-\(EINs\)](http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-(EINs))).

d. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.

e. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**



**BILLING INSTRUCTIONS FOR  
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

- f. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. Billing period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is requested.
- i. Labor Hours Expended. Provide a general summary description of the services performed and associated labor hours utilized during the invoice period. Specify the Contract Line Item Number (CLIN) or SubCLIN, as applicable, and information pertaining to the contract's labor categories/positions, and corresponding authorized hours.
- j. Property. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- o. Direct Costs. Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).
- (1) Direct (Burdened) Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized, including a burden (or load) for indirect costs (i.e., fringe, overhead, General and Administrative, as applicable), and profit component, as follows:

<u>Labor</u> <u>Category</u>	<u>Hours</u> <u>Billed</u>	<u>Burdened</u> <u>Hourly Rate</u>	<u>Total</u>	<u>Cumulative</u> <u>Hours Billed</u>
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**BILLING INSTRUCTIONS FOR  
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

(2) Contractor-acquired property (\$50,000 or more). List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) an item description, (b) manufacturer, (c) model number, (d) serial number, (e) acquisition cost, (f) date of purchase, and (g) a copy of the purchasing document.

(3) Contractor-acquired property (under \$50,000), Materials, and Supplies. These are equipment other than that described in (2) above, plus consumable materials and supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.

(4) Materials Handling Fee. Indirect costs allocated to direct materials in accordance the contractor's usual accounting procedures.

(5) Consultant Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

(6) Travel. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
From To	From To	\$

(Must include separate detailed costs for airfare, per diem, and other transportation expenses. All costs must be adequately supported by copies of receipts or other documentation.)

(7) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.

p. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.

q. Adjustments. Insert columns for any adjustments, including outstanding suspensions for unsupported or unauthorized hours or costs, for the current and cumulative periods.

r. Grand Totals.

**BILLING INSTRUCTIONS FOR  
 TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

**3. Sample Invoice/Voucher Information**

**Sample Invoice/Voucher Information (Supporting Documentation must be attached)**

This invoice/voucher represents reimbursable costs for the billing period from \_\_\_\_\_ through \_\_\_\_\_.

		<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
<b>(a)</b>	<b><u>Direct Costs</u></b>		
(1)	Direct burdened labor	\$ _____	\$ _____
(2)	Government property (\$50,000 or more)	\$ _____	\$ _____
(3)	Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____
(4)	Materials Handling Fee	\$ _____	\$ _____
(5)	Consultants Fee	\$ _____	\$ _____
(6)	Travel	\$ _____	\$ _____
(7)	Subcontracts	\$ _____	\$ _____
	<b>Total Direct Costs:</b>	\$ _____	\$ _____
<b>(b)</b>	<b>Total Amount Billed</b>	\$ _____	\$ _____
<b>(c)</b>	<b>Adjustments (+/-)</b>	\$ _____	\$ _____
<b>(d)</b>	<b>Grand Total</b>	\$ _____	\$ _____

(The invoice/voucher format provided above must include information similar to that included below in the following to ensure accuracy and completeness.)

**SAMPLE SUPPORTING INFORMATION**

The budget information provided below is for format purposes only and is illustrative.

**Cost Elements:**

**1) Direct Burdened Labor - \$4,800**

<u>Labor</u>	<u>Hours</u>	<u>Burdened</u>		<u>Cumulative</u>
<u>Category</u>	<u>Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Hours Billed</u>
Senior Engineer I	100	\$28.00	\$2,800	975

**BILLING INSTRUCTIONS FOR  
 TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

Engineer	50	\$20.00	\$1,000	465
Computer Analyst	100	\$10.00	<u>\$1,000</u>	<u>320</u>
			\$4,800	1,760 hrs.

*Burdened labor rates must come directly from the contract.*

- 2) Government-furnished and contractor-acquired property (\$50,000 or more) - \$60,000

Prototype Spectrometer - item number 1000-01 = \$60,000

- 3) Government-furnished and contractor-acquired property (under \$50,000), Materials, and Supplies - \$2,000

10 Radon tubes @ \$110.00 = \$1,100  
 6 Pairs Electrostatic gloves @ \$150.00 = \$ 900  
\$2,000

- 4) Materials Handling Fee - \$40

(2% of \$2,000 in item #3)

- 5) Consultants' Fee - \$100

Dr. Carney - 1 hour fully-burdened @ \$100 = \$100

- 6) Travel - \$2,640

- (i) Airfare: (2 Roundtrip trips for 1 person @ \$300 per r/t ticket)

<u>Start Date</u>	<u>End Date</u>	<u>Days</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
4/1/2011	4/7/2011	7	Philadelphia, PA	Wash, D.C.	\$300
7/1/2011	7/8/2011	8	Philadelphia, PA	Wash, D.C.	\$300

- (ii) Per Diem: \$136/day x 15 days = \$2,040

- 7) Subcontracting - \$30,000

Company A = \$10,000  
 Company B = \$20,000  
\$30,000

(EX: Subcontracts for Companies A & B were consented to by the Contracting Officer by letter dated 6/15/2011.)

**BILLING INSTRUCTIONS FOR  
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

Total Amount Billed	\$99,580
Adjustments (+/-)	- 0
Grand Total	\$99,580

**4. Definitions**

Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

## Attachment 2

WD 05-2103 (Rev.-13) was first posted on [www.wdol.gov](http://www.wdol.gov) on 06/25/2013

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

Wage Determination No.: 2005-2103  
 Diane C. Koplewski Division of Revision No.: 13  
 Director Wage Determinations Date Of Revision: 06/19/2013

States: District of Columbia, Maryland, Virginia

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50

12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31



15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76

23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57

27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	25.19
30621 - Weather Observer, Senior (see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85

31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.

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

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

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

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

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

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

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

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

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

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

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

\*\* UNIFORM ALLOWANCE \*\*

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

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

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

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

#### Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

6) The contractor informs the affected employees.

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

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